The Solicitors Journal.

LONDON, JANUARY 30, 1886.

CURRENT TOPICS.

THE REGISTRARS of the Chancery Division have determined that any orders made at chambers and drawn up by the chief clerks shall, if brought for entry—*i.e.*, for copy on the records of the court—be entered as heretofore, notwithstanding the omission of the new rules of court to provide for such entry. A notice to this effect is posted at the Entering Seat.

A BULKY VOLUME of 154 folio pages is about to be issued, containing the Crown Office Rules, 1886. These rules, which are 308 in number, and are accompanied by no fewer than 204 forms, were signed by the Rule Committee of Judges on December 18th last, and they are to come into operation on the 28th of April next. It will be remembered that it is provided by R. S. C., 1883, order 68, that, with certain exceptions, nothing in those rules should affect proceedings on the Crown side of the Queen's Bench Division. The new rules, with perhaps one or two exceptions, introduce no radical change of any importance, but consolidate and codify in a convenient form a very large number of rules of practice and procedure, many of which have never before been formulated in writing, and many others were only to be found scattered through a variety of statutes and reported cases. The Crown practice up to the year 1844 was to be found in Mr. CORNER's admirable and most accurate work, but since that date numerous additions and alterations have been made in the practice by Parliament, and also by the decisions of the courts, effect to which has been given in the new Rules. We propose on a future occasion to give a *resumé* of the new Rules, and to point out in detail the chief changes effected.

THE BILL "to make temporary provision for the conduct of the business of the Office of Land Registry," which was passed through all its stages in the House of Lords on Tuesday, provides simply that "The Lord Chancellor may make regulations for the conduct of the Office of Land Registry during vacancy in the office of registrar, and for distributing the duties amongst the respective officers, and for assigning to the assistant-registrar all or any of the functions and authorities by the Land Transfer Act, 1875, or any other Act assigned to or conferred on the registrar, and all acts done by the assistant-registrar under any such regulations shall have the same effect in all respects as if they had been done by the registrar." The reason for the hasty introduction and passing of the measure is that no provision is made in the Land Transfer Act, 1875, for the performance of the functions of the Chief Registrar during the vacancy in the office caused by the death of Mr. FOLLETT, Q.C.

THE COURT OF APPEAL, on Friday last, gave the deathblow to the construction of section 5 of the Married Women's Property Act, 1882, adopted by Mr. Justice CHITTY in the now famous case of *Baynton* v. *Collins*. It will be remembered that section 5 provides that "every woman married before the commencement of this Act shall be entitled to have and to hold and to dispose of in manner aforesaid [*i.e.*, as if she were a *feme sole*], as her separate property, all real and personal property, her title to which, whether vested or contingent, and whether in possession, reversion, or remainder, shall accrue after the commencement of this Act." The learned judge held, in *Baynton* v. *Collins*, that this section applies to a reversionary interest vested in a married woman before, but falling into possession after, the commencement of the Act. He said that, as five kinds of title are mentioned in the section, it was sufficient if any one of them accrued after the date of the Act. We ventured to point out (29 SOLICITORS' JOURNAL, 333, 635) that "title" must "accrue" once for all, and that very serious consequences in the shape of destruction of mortgages made by a husband before the Act, must ensue if the construction of Mr. Justice CHITTY were adopted. It will be seen from the report of *Reid* v. *Reid*, in another column, that the Court of Appeal, in overruling the construction adopted in *Baynton* v. *Collins*, were mainly influenced by these considerations. The question now to be asked with regard to the property of a woman married before the 1st of January, 1883, is whether any title of any kind accrued before that date.

OUR READERS would observe that in a case of *Re Barber*, reported in our issue last week (*ante*, p. 202), Mr. Justice CHITTY laid it down that a solicitor-executor, entitled by virtue of a direction in the will to charge for professional services, is a person to whom a "beneficial interest" is given within section 15 of the Wills Act, and, therefore, if he attests the execution of the will, the direction in the will enabling him to charge profit costs will, in the language of the section, "be utterly null and void." A correspondent asks whether this doctrine is new. We were not aware of any other reported decision to the same effect, nor can we find any in the books, and we are informed that no authority on the point was cited before Mr. Justice CHITTY in the recent case. We understand that the learned judge said that the exception in the section, "other than and except charges and directions for the payment of any debt or debts," related exclusively to debts of which payment could be enforced apart from the provisions of the will; holding that a payment which can only be claimed by virtue of the direction in the will is not a "debt" of the testator or his estate, but a benefit given by him. It seems to be difficult to impugn this view, and it will be advisable for solicitors to be careful not to attest wills by which they are authorized to charge profit costs.

AS A GENERAL RULE, leave to amend pleadings ought not to be refused, unless the court is satisfied that the party applying is acting *malâ fide*, or that his blunder has done some injury to the other side which cannot be compensated by payment of costs or otherwise. So it was laid down by BRAMWELL, L.J., in *Tildesley* v. *Harper* (27 W. R. 249, L. R. 10 Ch. D. 393), and the principle was affirmed in *Clarapede* v. *Commercial Union Association* (32 W. R. 262). "The question," said BOWEN, L.J., in the latter case, "must be whether, if the slip is set right so as to enable the right question to go to trial, the parties will be put into the position they were in before the slip was made; for if so, that should be done." In both the above-mentioned cases leave to amend was granted; but in the case of *Stewart* v. *North Metropolitan Tramways Co.*, the Court of Appeal, on Tuesday, while affirming the rule hitherto laid down, saw their way to making an exception from it. In this case the plaintiff sued the defendants for damage arising from their non-repair of tramway. The defendants at first put in a general defence, but afterwards sought leave to amend by pleading that not they but the local authority were liable, by virtue of a contract made with such local authority before the alleged act of negligence took place: see *Hewitt* v. *Nottingham Tramways Co.* (32 W. R. 248, L. R. 12 Q. B. D. 16). The application to amend, however, was not made until the expiration of the six months limited by statute for proceeding against the local authority; so that, if the amendment had been allowed,

and the defendants had succeeded upon the issue raised thereby, the plaintiff would have lost his remedy altogether. The court, therefore, refused leave to amend, and the case certainly appears to be one where the exception to the rule of amendment was justly made.

We drew attention nearly a year ago to the fact that the provisions of R. S. C., 1883, ord. 55, r. 2, prescribing the business to be disposed of in the chancery chambers, did not always, or perhaps generally, attain the object in view of saving expense to the parties. The case which led to our observations was, several months afterwards, referred to by Mr. Justice Chitty in his judgment in *Re Bethlehem and Bridewell Hospitals* (34 W. R. 148, L. R. 30 Ch. D. 541), where he said, "I had a case before me where it took nearly six months to get the order in chambers, and I ascertained that the costs of that proceeding by summons far exceeded the costs that would have been incurred by petition. It was an application under the Lands Clauses Act for payment out to a person whose reversionary interest had accrued in possession. The tenant for life had lived for a long time, and many incidents had, in the meantime, occurred. It was a case of complicated title, and involved difficult investigations of pedigree, and other matters, before the title to the fund could be ascertained. The practice in my chambers is, in such cases, to require a written statement, which is often as long as, and practically is, an imperfect petition." In our comments on the state of things revealed by this case, we suggested that where the matter was likely to be adjourned into court, it might be far less expensive to commence it by petition, and we ventured to say that "it would be convenient that the judges should be permitted to exercise a discretion in that direction." In *Re Bethlehem and Bridewell Hospitals*, Mr. Justice Chitty adopted this view. He held that the court had a discretion under the general provisions of ord. 70, r. 1, and that, as in the case before him, expense and trouble had been avoided by presenting petitions, the costs of the petitions should be allowed; but he added that, "where it is possible to proceed either by petition or summons, and the application is made by petition, the applicant's choice of procedure rests with himself and at his own peril." We print elsewhere a well-timed letter calling attention to the difficulty in which solicitors are placed in having to decide whether a case should be commenced by petition or by summons. There is no doubt that this question may be a source of much embarrassment, for it is practically impossible to say before what judge the question of costs may come, but as regards Mr. Justice Chitty's practice, there is a hint in his judgment above referred to which affords some guidance. He says that, "if these applications had been made in my chambers, I should have considered them proper cases for the attendance of counsel."

An ingenious point was raised by the defendants' counsel in the recent trade-mark action of *Ihlee* v. *Henshaw*, reported in another column. The 77th section of the Patents Act, 1883, provides that a person shall not be entitled to institute any proceeding to prevent, or to recover damages for, the infringement of a trade-mark unless, in the case of a trade-mark capable of being registered under the Act, it has been registered in pursuance of the Act, or of an enactment repealed by the Act. And by section 78 there is to be kept at the Patent Office a register of trade-marks, wherein shall be entered the names and addresses of proprietors of registered trade-marks, notifications of assignments and transmissions of trade-marks, and such other matters as may be from time to time prescribed. In November, 1883, two persons carrying on business in partnership applied for the registration of a certain trade-mark. In April, 1884, the application was granted, and from that time forward the mark stood on the register as the property of these partners (the registration dating back, by rule 32, to November, 1883) until, in July, 1884, the registration was transferred into the names of persons whose property it had become by virtue of a dissolution of partnership between the old firm in February, 1884, and the establishment of a new partnership. But before the change in the ownership of the trade-mark had been notified on the register, and while it still remained in the name of the old firm, an action was commenced in June, 1884, by the new partners against another firm carrying on a similar trade, to restrain them from infringing the trade-mark. Thereupon, on the action coming on to be heard, the defendants' counsel raised the point that the plaintiffs were, by section 77, disqualified from suing, since at the date of the commencement of the action the trade-mark was not registered in their names as having become their property by assignment; and the contention was that the then existing registration was not a registration in pursuance of the Act, since section 78 required assignments to be entered on the register. To this it was replied that the trade-mark was registered in pursuance of the Act as soon as it was completely registered under section 62—viz., when it was actually placed on the register in April, 1884—and it was urged that, on this registration being completed, the statutory condition precedent to an action for infringement was fulfilled, and that there was nothing in section 77, which governed the matter, to say that a trade-mark was not registered in pursuance of the Act until all the subsequent dealings referred to by section 78 had also been notified on the register. With this contention the opinion of Mr. Justice North coincided, and he held that, though registration of assignments was contemplated by the Act, and was desirable, yet section 78 could not be read into section 77 so as to add to the requirements on the face of that section. This decision appears to be in accordance with the Act, and also to give all necessary protection to the public, since all that it concerns them to know is what marks they must be careful to avoid adopting by reason of an existing registration; whereas it is utterly immaterial to them to know whose rights they would be infringing if they were to do that which the register shews them they are not entitled to do.

That portion of the Judicial Statistics which shews the number of petitions presented in the Chancery Division during the year 1883-4, indicates in a striking manner the amount of work which ord. 55, r. 2, has transferred to the chambers of the chancery judges. In 1882-3 the number of petitions was 2,110, while in the following year they were only 1,031, or less than half. The subject-matter of these missing petitions must have been disposed of on summons by the chief clerks of the chancery judges. The same return shews the effect of the Rules of the Supreme Court of May, 1883, in abolishing the drawing up of large classes of orders of course. The petitions of course for these orders diminished from 3,469 in 1882-3, to 1,237 in 1883-4, and the fees received were reduced from £2,644 to £1,520.

The judicial business of the House of Lords will be resumed on Monday next, at a quarter to eleven o'clock, when the appeal cases of *Seath & Co. v. Moore* and *Crosse* v. *Banks and another* will be in the paper for hearing. Their lordships will sit to hear appeals every Monday, Tuesday, Thursday, and Friday in each week during the session.

The *Pall Mall Gazette* says that, in a case of *Dyke* v. *Stephens*, which came before Mr. Justice Pearson on Monday, his lordship, in the course of the argument of Mr. Davey, Q.C., said he was more and more convinced every day that the attempt to arrive by short cuts in chambers at the desired end was wrong. The practice to do everything by word of mouth, as in the present day, and not by proper written documents, was quite a mistaken practice, and did not secure the interest of the parties.

At the Rutland Assizes on Wednesday Mr. Justice Manisty, addressing the grand jury, said they had assembled with all solemnity of grand assize. Forty grand jurors and forty-eight jurymen had been summoned with absolute knowledge that it would be a farce. It seemed to him a mockery that such a state of things should exist. He thought that ten days before the holding of assize, if no prisoners had been committed, an Order in Council might be issued ordering that it be not held. The grand jury agreed with the learned judge's view.

On the trial before Mr. Justice Day, at the Lancaster Assizes, on the 22nd inst., of Joseph Baines for the wilful murder of his wife, the defence was that the prisoner was insane and not responsible for his actions when the murder was committed. Counsel for the prosecution, referring to the ruling of Mr. Justice Manisty in *Reg.* v. *M'Gowan*, submitted that a state of disease brought about by a person's own act—*e.g.*, delirium tremens, caused by excessive drinking—was no excuse for committing a crime unless the disease so produced was permanent. Mr. Justice Day remarked that the question was whether there was insanity or not; that it was immaterial whether it was caused by the person himself or by the vices of his ancestors; that he could not follow the decision of Mr. Justice Manisty in *Reg.* v. *M'Gowan*, and that it was immaterial whether the insanity was permanent or temporary. His lordship added, "I have ruled that if a man were in such a state of intoxication that he did not know the nature of his act or that his act was wrongful, his act would be excusable."

THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS.

Much information as to various schemes that have been suggested for the simplification and amendment of the laws relating to land will be found collected in the "Statement on the Land Laws" printed by the Council of the Incorporated Law Society for distribution among the members of the society. It is a matter of regret that the council has not published the "Statement" so as to enable the public to peruse it; for, as they say, "it is above all things desirable that those in whose hands the decision of this great question *ultimately* rests should have every opportunity of making themselves acquainted with the nature of the problem in all its different aspects." No doubt the Statement has been sent to members of the House of Commons and other influential personages, but it appears difficult to see how it can come into all the hands for which it is intended unless it is published.

While we congratulate the Council on the good work that they have done in issuing the Statement, we cannot help regretting that they have been unable to express a more definite opinion on the schemes and proposals that they have discussed: such an opinion proceeding from a body of men conversant with the difficulties of the subject would have had great weight, and would have afforded invaluable assistance to any Government who may take up the subject. Possibly there may have been divided opinions in the council; or possibly they may have felt a delicacy in appearing to bind the Incorporated Law Society by expressing the opinions, if any, as to which they were practically unanimous.

The Statement is divided into two parts: the first, "Land Registration," contains (1) A short history of modern land legislation, (2) Registration of deeds, (3) Registration of titles; the second part, "Settlement of Land," contains (1) An account of the existing law, (2) Objections to allowing land to be settled, (3) Proposed reform of the law of settlements.

"The expression [land registration] may mean either (1) registration of titles, or (2) registration of assurances (*i.e.*, of conveyances, mortgages, and other deeds) such as exists at the present time in Ireland, and Scotland, and in the English counties of Middlesex and York." In these words the council have concisely raised the question which agitates the minds of all law reformers—namely, are we to have registration of title, which includes registration of owners, or are we to have a registration of assurances only?

The registry of titles as defined in the Statement is what has sometimes been called a registry of owners. It means "a registry, the mere entry upon which of a person as proprietor enables him to deal with the property by sale or mortgage, without the necessity of proving to the purchaser or mortgagee that he is *in fact* the proprietor." "By a register of assurances, on the other hand, is meant a registry in which either a memorandum or copy of every conveyance, mortgage, will, or lease relating to the property should be registered, somewhat after the fashion in which bills of sale are registered. Such a registry would not dispense with investigations of titles or deeds, but would merely constitute some protection against fraud and forgery."

The arguments contained in the Statement for and against a registry of assurances may be shortly stated as follows:—

A register of assurances will afford increased security of title, for the evils and objections which arise from the suppression or loss of documentary evidence will be removed; it will increase the safety of, and remove disputes as to priority between, mortgagees; it will enable a mortgage to be discharged by a simple receipt, as is now done under the Building Societies Acts. No doubt some scheme might be devised to render a conveyance by a mortgagee unnecessary; but we think that the council must, for the moment, have forgotten the extreme inconvenience, and the amount of litigation, occasioned by the provisions that they cite in the Building Societies Acts; the cases will be found collected in *Sangster* v. *Cochrane* (L. R. 28 Ch. D. 298). On the other hand, a register of assurances will not obviate the existing necessity of investigating title; it will increase the expense now incident to transactions relating to land, as it will add to the present costs the costs of searching the register, and of placing the new transaction on the register; it will abolish the convenient custom now in use of raising money by a deposit of deeds, and the registry will unduly disclose private affairs. The Statement adds that, notwithstanding these objections, a registry of deeds has for many years been in operation in Scotland, giving general satisfaction, and affording considerable facilities in the sale and purchase of land.

The Statement divides the schemes for the registration of title into three classes—(1) where the registration is to take place after investigation of title by the registrar; (2) where the investigation of title by the registrar is avoided; and (3) the establishment of a landed estates court. It points out that a registered owner ought not to be able to confer an *indefeasible* title on his alienees without full and judicial investigation of his title; in other words, without the adoption of either the first or third scheme—a course which the council consider impossible in this country. It also points out that the adoption of the first, and, we may add, of the third, scheme, if compulsory, would be oppressive, as requiring claimants out of possession to come forward and claim their rights, and as putting persons in possession to defend their rights against stale claims. The objection that the Statement raises to schemes of the second class, which they state to have been originally propounded by the late Mr. W. Strickland Cookson, and which, we may add, have been recently advocated by Mr. Davey, Q.C., in a series of letters published in the *Times* last autumn, and by Mr. Elphinstone in an article in the current number of the *Law Quarterly Review*, is that the immediate effect of such a register would be but small. "Supposing a man to purchase an estate in 1887, and to place himself on the register as an owner in fee simple, and supposing that he wanted to sell in 1890, his registration would be of little assistance to him. The purchaser would necessarily require to investigate the title anterior to the registration in order to see that the vendor was owner in fee simple free from incumbrances when he was placed on the register." But "in course of time this necessity would disappear as the possibility of claims anterior to the registration died out."

The Statement calls attention to the scheme propounded by Mr. Hunter in 1885, which is substantially the same as that propounded by Mr. Wolstenholme in 1862, and, "without expressing any opinion as to its general character as a substitute for registration, the council recognize that it would makes sales as easy and inexpensive as it is possible to make them."

Under the head of "Settlement of Land" the Statement gives some account of the existing law, including the provisions of the Settled Land Act, 1882. It discusses some of the objections to allowing land to be settled under the heads of—(1) Economic Objections; (2) That Settlements render Registration of Title Impossible; (3) The Objections on Social Grounds. It is somewhat curious that the only modern writer whose objections to settlements of land are mentioned is the late Mr. Kay, and that the objections raised by many eminent deceased lawyers, such as Coke and the learned author of "A Treatise on Recoveries" (a book which must have been perused by the older members of the council in their youthful days), are not mentioned.

Lastly, the Statement discusses the proposed reforms in the law of settlements, which it divides into three classes—(1) the total abolition of life estates; (2) the limitation of the power of settlement by permitting life estates as at present, but forbidding the reversion to be settled in favour of any unborn person, except the children of a tenant for life, either equally or in such shares as their parents shall appoint; (3) the abolition of estates tail.

The Statement very judiciously points out "the absolute necessity of any Government which may take up the question of land transfer taking into their counsel practical lawyers thoroughly conversant with all the ramifications and complexities of the existing law." We may point out the excellent example in this respect set by the late Earl Cairns in the preparation of the Conveyancing and Settled Land Bills. They were drawn by an eminent conveyancer in consultation with an eminent parliamentary draftsman. They were circulated in draft amongst the leading real property lawyers, with a request that objections or comments should be made; and, lastly—and this was of the greatest importance—the objections and comments were most carefully considered by the draftsmen in consultation with another conveyancer.

We purpose hereafter to discuss, at some length, the various questions raised in the Statement, endeavouring to place before our readers, as fairly as we can, the reasons for and against the different schemes that have been proposed for the amendment of the Land Laws.

USUAL RESIDENCE.

Nothing can be more interesting for the lawyer than to watch the introduction and gradual growth of new principles of law. Within the last few years an entirely new term has been introduced, which is gradually but surely making its presence felt in all branches of our procedure. This term is "Usual Residence." We are most of us familiar in some form or other with those puzzling questions which are perpetually arising under the name of conflict of jurisdiction. That is to say, in what manner the power our English courts claim over aliens resident in the country clashes with the power the courts of their own country claim to retain over them; and, *vice versâ*, in what manner the power which the English courts retain over English subjects abroad is interfered with by the power over them claimed by the courts of foreign countries in which they may be temporarily resident. There is, and must be, in many cases, a double jurisdiction; in other words, a person may be subject at one and the same time to the jurisdiction of two, or even more, courts, and it is the object of all civilized legislatures and tribunals to mitigate, as far as possible, the evils which must arise from such a state of things—to reduce, in fact, the conflict to a harmony. The Naturalization Acts of 1870, which cut the Gordian knot surrounding the doctrine of allegiance, furnish us with excellent examples of legislative progress in this respect; and for an example of the way in which courts of law in their proper sphere endeavour to work towards the same end, we need only study the care with which they apply the maxim, *nemo debet bis vexari pro eadem causâ*, in its two subordinate principles of *lis alibi pendens* and *res judicata*.

The introduction of this new term "usual residence" supplies a fourth test of jurisdiction. The other three are allegiance, domicil, and actual presence. For practical purposes the first has almost disappeared from nearly all systems of law and procedure. Its existence is now almost limited to those States which claim martial service from their subjects. Indeed, its retention in the French Civil Code, which gives French courts a jurisdiction over foreigners who have contracted anywhere with a French subject, or who have committed a tort against a French subject, has been the subject of very hostile criticism by all European jurists, and has led the Italian courts in particular to take steps to counteract its effect. In England there is a trace of it in one or two old divorce cases, but it is doubtful if they are still considered good law. The third, actual presence, has long been engrafted in all systems as a sufficient test of jurisdiction in civil matters. The second, domicil, may roughly be said to have been hitherto accepted as a sufficient test of jurisdiction in other matters, such as divorce and bankruptcy. But it was almost inevitable that a *status* applied to persons intermediate between subjects and aliens, and invented for the purpose of superseding the jurisdiction by allegiance, should have been hedged round with the strictest rules of construction. Although there is practically only one thing to be discovered, whether the *animus* is *revertendi* or *manendi*, the law of domicil has become so cumbersome as to be almost unpractical. It still exists, however; but the introduction of the new test of "usual residence" has deprived it of the greater part of its value.

We can trace the origin of this term to the conflict between the Scotch and English courts in matters of divorce. In the many discussions which this tangled question evoked, the Scotch rule as to divorce jurisdiction was always being criticized. That the term "domicil," even when modified into "domicil for the purposes of jurisdiction," should be applied to a residence of forty days, without any inquiry as to the ultimate permanence of that residence, seemed absurd in the eye of the lawyers, who were busy in the other direction in narrowing the application of the word; the result was that a divorce which had been based on such a rule was disregarded. But the very struggle of the English lawyers towards refinement seems to have made it clear to them that the other extreme was equally impracticable; that it would be equally absurd to refuse to recognize any divorces but those which had been grounded on an absolute and actual domicil. The happy mean between these two extremes was discovered in the term "matrimonial home"; and thenceforward a foreign divorce granted by a court whose jurisdiction was grounded on the existence of the matrimonial home was held entitled to recognition in England. For the converse of this proposition to become settled English law was only a question of time; and it was finally accepted, not without a difference of opinion between Lord Justice James and the present Master of the Rolls, in the famous case of *Niboyet* v. *Niboyet* (27 W. R. 203, L. R. 4 P. D. 1). Thus "matrimonial home," or, what is evidently its counterpart, "usual residence," came to be the accepted test of jurisdiction in matrimonial suits. Jurisdiction based on "usual residence" was afterwards conferred, in 1883, on the Court of Bankruptcy and on the Supreme Court in all its three divisions. By section 6 (1) (*a*.) of the Bankruptcy Act, 1883, a petition may be presented against a debtor who is "domiciled in England, or, within a year before the date of the presentation of the petition, has ordinarily resided or had a dwelling-house or place of business in England." And by R. S. C., 1883, ord. 11, r. 1 (*c*.), "Service out of the jurisdiction of a writ of summons, or notice of a writ of summons, may be allowed by a court or judge whenever any relief is sought against any person domiciled or ordinarily resident within the jurisdiction." These two provisions practically struck the final blow to the exclusiveness of the old jurisdiction conferred by domicil, and settled firmly in our law the new jurisdiction conferred by usual residence. The advantage of retaining the old jurisdiction is obvious in those cases to which the new rule does not apply.

To our mind this change is one of the most important which has been introduced into our procedure for a long time; it is a practical recognition of the commercial necessities of the age, a recognition which is not seldom very tardily accorded. The puzzles of the law of domicil have, by its introduction, lost much of their value and interest; in lieu of the involved question which the subtleties of that law propounded for solution, the courts have a much more simple one to deal with. There is no longer any question about intention, but only one about a simple fact—does or does not the person in question usually reside within the jurisdiction. It is to be regretted that the definition of what will amount to usual residence which is given by the Bankruptcy Act—namely, the possession of a dwelling-house within a year previous—was not incorporated in order 11, but it is not very difficult to foresee that the same test will be applied to that case when any question of its interpretation arises.

CORRESPONDENCE.

THE CHANCERY CHAMBERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The scope of the Rules of 1883 and of the last batch of rules is to drive an ever-increasing amount of work into the chancery chambers, with results which our own profession, that of the bar, and the suitors may vie with each other in deploring.

As an instance of the actual working, I have now pending in Mr. Justice Kay's chambers an application by summons for payment out of court of a fund such as would ordinarily have been made by petition. This stands adjourned to the judge himself in chambers, and was marked for counsel just prior to the commencement of the last Michaelmas Sittings. It has not yet been reached, though I am told it will probably be so by the time this letter is printed. I believe there will be no saving in expense, and I fear the delay is by no means exceptional; but the important question is, if such delay can occur in the chambers of a judge who devotes one whole day in each week to chamber work, what must we expect in the chambers of the other judges who do not adopt this practice? If they are not blocked already, will they not very soon become so?

I fear solicitors will have added to their responsibilities that of advising their clients whether they should not risk proceeding by petition in many cases. In a recent case before Mr. Justice Chitty (*In re Bethlehem and Bridewell Hospital*, L. R. 30 Ch. D. 541), he allowed the costs of a petition, and shewed that he appreciated the drawbacks to proceedings by summons, stating that he had a case before him in chambers, when it took nearly six months to get the order in chambers, and he had ascertained that the cost of that proceeding by summons far exceeded the costs that would have been incurred on petition. The learned judge added that the applicant's choice of procedure rests with himself, and at his own peril. I fear, however, that some judges would make this peril a very real one.

Jan. 26. V.

[See observations under "Current Topics."—Ed. *S. J.*]

DOUBLE TAXATION OF COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—An apparent anomaly prevails in the practice of proceedings

by a solicitor to recover from his client costs which have already been taxed by the master, as between party and party, in the Queen's Bench Division.

As an illustration of my meaning, I ask you to permit me to state, through your columns, certain facts connected with proceedings of this kind which were taken by me a short time ago. The facts are these:—

Some two years ago I commenced an action on behalf of a client, in which I succeeded in obtaining a judgment against the defendant, with costs. These costs were taxed in the ordinary way, but, the defendant having no means, payment could not be enforced against him. After waiting a long time, I was ultimately forced to take proceedings against my client for the taxed costs of the judgment, and, accordingly, a writ was issued on my behalf, claiming that amount. The defendant entered an appearance, and judgment was applied for by me under ord. 14, r. 1. Upon this application, the master refused to give summary judgment, but ordered judgment for such amount as should be found due on taxation. As a consequence, the same bill of costs was taxed by another master and items disallowed which the first master had allowed.

Can you, or any of your readers, inform me what authority exists for one master to review another's taxation in this manner, as it appears to me that, unless the first master's taxation is not final, both as against the defendant to the action or as against my client after nearly two years' lapse of time, such taxation is simply a farce?

A CITY SOLICITOR.

LODGERS' GOODS PROTECTION ACT.—EX PARTE HARRIS (34 W. R. 132).

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your recent observations on this case, in which you comment on the decision of the Court of Appeal, that where no rent is due the fact need not be stated in the declaration, I venture, whilst respectfully indorsing your opinion, to think that the matter may be carried still further, and that not only is there "some ground for the contention that the words 'whether any and what rent is due' mean 'whether any rent is due or not, and if any rent be due, how much,'" but that this construction (with all deference to the high legal authority which has decided to the contrary) is the *only* one consistent with the protection to the landlord intended to be given by the Act.

A notice which does not state whether any rent is due is open to two interpretations—(1) that no rent is, in fact, due; (2) that rent is, in fact, due, but that the party giving the notice has omitted to state it. Now, what means has the party receiving the notice of knowing which interpretation is accurate? If he accept the first, and assume that no rent is due, he may (should there actually be rent due) be abandoning a claim to payment of rent from the lodger; if he accept the second, and it should prove inaccurate, he will be liable for disregarding what the Court of Appeal has held to be a good notice. Clearly he ought not to be placed in this unfortunate position, and it can scarcely have been the intention of the Legislature that he should be.

J. G. G.

Jan. 28.

OBLIGATION TO GIVE A RECEIPT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We recently had to make a payment to a country solicitor on behalf of trustees, and on his improperly withholding a receipt after repeated requests for it we notified the fact to the Commissioners of Inland Revenue.

On their making application to the solicitor, his reply seems to have been that a receipt was ready for us if we would call for it, but he declined to pay postage for sending it to us. The commissioners thereupon decided that they could not further interfere.

It seems to us that the Stamp Act of 1870 (sections 120—123) does not contemplate any condition precedent to the right of a person to a receipt except that of the payment of £2 or upwards, and that the payee is bound to comply with the Act, even if it should put him to the expense of a stamp for postage.

We write this in order to elicit an expression of opinion on the subject, as the point does not seem to have been decided.

London, Jan. 21. B. & D.

[The difficulty is that section 123 (2) of the Stamp Act, 1870, does not apply unless there has been a *refusal* to "give a receipt." A mere omission to give one does not subject the recipient to the penalty. As the section imposes a penalty it would be strictly construed, and the refusal of the country solicitor to pay postage on the receipt would probably be held not to be a refusal to give a receipt.—ED. *S. J.*]

STAMP ON APPOINTMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By the Stamp Act, 1870, regulations (under the title "Admission") are made for the stamp duty upon an appointment or grant *by any writing* to any office or employment. The duty under that Act depends, in amount, upon the fees or salary appertaining to such office.

It is presumed that this scale (rather a high one) applied to appointments both in writing and under seal, as no other duty on a simple appointment to an office is mentioned in the Act.

The duties on these appointments are repealed by the 38 & 39 Vict. c. 23, s. 14.

As the Stamp Act, 1870, appears *literally* to deal only with appointments or grants "*by any writing*," I should be glad to know whether an appointment to an office *by deed* is exempt from duty, or whether it requires a 10s. stamp as a "deed of any kind whatsoever not described in this schedule."

NOTARY.

[The provision of the Stamp Act, 1870, clearly included appointments by deed, which are not the less "in writing" because they are under seal. This being so, the effect of the repeal of the duties is, according to the principle laid down in *Attorney-General* v. *Lamplough* (L. R. 3 Ex. D. 214), to free from all duty the appointments formerly specifically charged. The principle is that if there are in a statute separate and distinct enactments, and the repealing statute simply repeals one of them, it does not thereby give any different scope or meaning to the enactments with which it does not deal from that which they possessed at the time the statute was passed.—ED. *S. J.*]

SECTION 15 OF THE WILLS ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your report (*ante*, p. 202) of *Re Barber*, the judge is stated to have said that the case of an executor, being an attesting witness to a will enabling him to charge profit expenses, came within section 15 of the Wills Act.

Will you or some of your readers kindly say whether this decision is new?

The section referred to makes an exception in cases of "charges and directions for the payment of any debt or debts," and would not the profit expenses of such an executor be a debt due from the testator's estate?

EXECUTOR.

January 26.

[See observations under "Current Topics."—ED. *S. J.*]

CASES OF THE WEEK.

COURT OF APPEAL.

RHODES *v.* DAWSON; RUSH & CO., CLAIMANTS—C. A. No. 1, 25th January.

INTERPLEADER ISSUE—SECURITY FOR COSTS—INSOLVENCY—RECEIVING ORDER—R. S. C., ORD. 57, R. 15.

This case raised an important question as to the power of the court to order security for costs to be given by a plaintiff in an interpleader issue, where a receiving order had been made against him, but before adjudication of bankruptcy. Rush & Co. and Rhodes both claimed payment from Mrs. Dawson in respect of the same work, and Rhodes brought an action against her. Mrs. Dawson interpleaded, and paid the money into court. Before Rhodes commenced his action, a receiving order had been made against Rush & Co., and a special manager of the estate had been appointed, but no adjudication of bankruptcy had been made. The master directed an issue in which Rush & Co. or their trustee, in case an adjudication of bankruptcy were made, were to be plaintiffs, and Rhodes defendant. Huddleston, B., at chambers, varied the order by making the official receiver plaintiff instead of Rush & Co., or their trustee. The Divisional Court restored the order of the master, but ordered Rush & Co. to give security for costs. Rush & Co. appealed as to the latter part of this order. No adjudication was made against Rush & Co., and while the appeal was pending the receiving order was rescinded. It was contended on behalf of Rush & Co. that the Divisional Court had no power to order them to give security for costs, as the rules relating to security for costs in ordinary actions applied to interpleader issues, and probable bankruptcy was no ground for ordering a plaintiff to give security. It was contended on behalf of Rhodes that ord. 57, r. 15, gave the court an absolute discretion whether or not it should order security for costs to be given in an interpleader issue; but that, even if the rules in ordinary actions applied, security could be ordered to be given within the decision in *Malcolm* v. *Hodgkinson* (21 W. R. 360, L. R. 8 Q. B. 209). The court (LINDLEY and LOPES, L.JJ.) allowed the appeal. LINDLEY, L.J., said that the question was whether the order of the Divisional Court was right at the time at which it was made—that is, before the receiving order was

rescinded. Ord. 57, r. 15, was a repetition in terms of the last part of section 1 of 1 & 2 Will. 4, c. 58. On looking at the authorities upon that section it was seen that the same principles applied as in ordinary actions: *Benazech* v. *Bennett* (1 C. B. 313); *Williams* v. *Crosling*, (3 C. B. 957); *Belmonte* v. *Aynard* (27 W. R. 789, L. R. 4 C. P. D. 352); *Tomlinson* v. *Land and Finance Corporation* (L. R. 14 Q. B. D. 539). Rule 15 was, therefore, to be construed in the same way as the former section, and the rules applicable to ordinary litigants applied. Did this case then come within any of the well-known cases in which the court would order a plaintiff to give security for costs? A receiving order did not divest the debtor of his property or make him a bankrupt. He alone had the right to sue. He was a person who could be made bankrupt at any moment, but he was in no worse position than any other plaintiff in embarrassed circumstances. Probable bankruptcy was never a ground for ordering security for costs. *Malcolm* v. *Hodgkinson* was explained in *Re Carta Para Mining Co.* (30 W. R. 117, L. R. 19 Ch. D. 457), and in *Cowell* v. *Taylor* (34 W. R. 24, L. R. 31 Ch. D. 34), as applying to a case where the plaintiff, not having a right of action, allowed his name to be used for the benefit of another. If that case went further it could not be supported. The court, therefore, had no power to order Rush & Co. to give security for costs. LOPES, L.J., concurred.—COUNSEL, *Sidney Woolf*; *J. L. Walton*. SOLICITORS, *C. A. Bannister*; *Rodgers & Clarkson*.

STEWARD *v.* NORTH METROPOLITAN TRAMWAYS CO.—C. A. No. 1, 27th January.

PRACTICE—AMENDMENT OF PLEADINGS—RULE UPON WHICH THE COURT WILL ALLOW AMENDMENT.

In this case the plaintiff brought an action against the defendants to recover damages for an injury sustained on the 27th of January, 1885, and claimed (1) on the ground that the defendants negligently ran over him; and (2) on the ground that the defendants kept their portion of the roadway in a negligent manner, whereby the plaintiff was injured. The statement of defence was delivered on the 22nd of April, denying the negligence. The pleadings were closed and the cause set down for trial in May, and on the 6th of November the defendants applied for leave to amend their defence, by pleading that the vestry were liable for the repair of the road, and not the defendants, under a contract made between the defendants and the vestry under section 29 of the Tramways Act, 1870; and that thereby the liability of the defendants for the non-repair of the road ceased, within the decision in *Howitt* v. *Nottingham Tramways Co.* (32 W. R. 248, L. R. 12 Q. B. D. 16). The plaintiff opposed the application, on the ground that the defendants ought to have pleaded this in their original defence, and that, by the delay, the plaintiff's remedy against the vestry was gone, as, under section 106 of the Metropolis Management Act, 1862, an action against a local authority must be brought within six months from the accrual of the cause of action. The Queen's Bench Division, affirming the order of the judge at chambers, refused the application. On appeal, the court affirmed the judgment. Lord ESHER, M.R., said that the defendants made a mistake in their defence, and that fault gave the plaintiff an advantage by disabling the defendants from showing that he had sued the wrong defendants. Amendments in pleadings were to be made except where, as stated by Bramwell, L.J., in *Tildesley* v. *Harper* (27 W. R. 249, L. R. 10 Ch. D. 393), the blunder had caused some injury which could not be compensated for by costs or otherwise; or where, as stated by Bowen, L.J., in *Clarapede* v. *Commercial Union Association* (32 W. R. 262), the parties could not be put in the same position they were in before the slip was made. In the present case the blunder made by the defendants in not setting up this defence caused the plaintiff to go on with the action against them, and now, when it was too late to give notice of action to the vestry, they sought to amend their pleadings. The plaintiff's right of action against the vestry was gone, and so he could not be put in the same position that he was in when the blunder was made. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *L. Biale*; *R. V. Williams*. SOLICITORS, *H. C. Godfray*; *R. A. Biale*.

MARTIN v. TREACHER—C. A. No. 1, 27th January.

PRACTICE—INTERROGATORIES—ACTION FOR PENALTIES—RIGHT OF PLAINTIFF TO ADMINISTER INTERROGATORIES—R. S. C., 1883, ORD. 31, R. 1.

This case raised the question whether a plaintiff in an action to recover penalties can administer interrogatories to the defendant. The plaintiff sued to recover penalties under the Public Health Act, 1875, from the defendant for having acted as a member of a local board without being duly qualified. The plaintiff asked for leave to administer interrogatories inquiring into the defendant's qualification. The judge at chambers and the Divisional Court (Mathew and Smith, JJ.), following the decision in *Hunnings* v. *Williamson* (31 W. R. 336, L. R. 10 Q. B. D. 459), refused to grant leave. On appeal the court affirmed the decision. Lord ESHER, M.R., said that the whole action here was for penalties, and the interrogatories were to be put for the purpose of assisting the plaintiff to recover the penalties. No case was cited where at common law interrogatories were allowed in such a case, and no case was cited where the Court of Chancery, before the Judicature Acts, aided a common informer to obtain such discovery. The reason for that was stated in *Orme* v. *Crockford* (13 Price, 376) to be that it would be monstrous to give an informer the advantages of such a discovery in an action for penalties. An action for penalties by a common informer was in the nature of a criminal charge, and it would be most unfair to put the defendant in the position of having these interrogatories administered to him. Therefore the court must refuse to allow the interrogatories to be administered. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Lumley Smith*, Q.C., and *A. G. McIntyre*; *Whitehorne*, Q.C., and *Randolph*. SOLICITORS, *Chamberlayne & Beaumont*, for *M. Hyde*, Portsmouth; *Joel Emanuel*, for *Bell & Taylor*, Southampton.

REID *v.* REID—C. A. No. 2, 22nd January.

MARRIED WOMEN'S PROPERTY ACT, 1882, S. 5—REVERSIONARY INTEREST VESTED AT COMMENCEMENT OF ACT FALLING INTO POSSESSION AFTERWARDS.

In this case the question was whether a reversionary interest of a married woman, which was vested in her at the date of the commencement of the Married Women's Property Act, 1882, but fell into possession afterwards, became her separate property by virtue of section 5 of that Act. Section 5 provides that, "Every woman married before the commencement of this Act shall be entitled to have and to hold and to dispose of in manner aforesaid [*i.e.*, as if she were a *feme sole*] as her separate property, all real and personal property her title to which, whether vested or contingent, and whether in possession, reversion, or remainder, shall accrue after the commencement of this Act." It will be remembered that, in *Baynton* v. *Collins* (33 W. R. 41, L. R. 27 Ch. D. 604), Chitty, J., held that a married woman's vested reversionary interest falling into possession after the commencement of the Act was within section 5. This decision was followed by Bacon, V.C., in *Dixon* v. *Smith* (54 L. J. Ch. 964); by Kay, J., in *Re Thompson and Curzon* (29 SOLICITORS' JOURNAL, 339); and by Pearson, J., in *Re Hughes' Trusts* (29 SOLICITORS' JOURNAL, 338). Subsequently, however, Pearson, J., in *Re Tucker* (33 W. R. 932, 29 SOLICITORS' JOURNAL, 607), reconsidered the matter, and came to an opposite conclusion, and this decision has since been followed by Kay, J., in *Re Adames's Trusts* (33 W. R. 834), and by Chitty, J., in *Re Hobson* (34 W. R. 195). The present case was decided by North, J., before *Re Tucker*, and he followed *Baynton* v. *Collins*, and expressed no independent opinion. The property in question in the present case was settled, by a deed of 1874, in trust for Eliza Rodhouse for life, and after her death for her three children, of whom the plaintiff, Mrs. Reid (who was married in 1881), was one, in equal shares. Mrs. Rodhouse died in February, 1883, and the question then arose whether Mrs. Reid was entitled to her share to her separate use. The property had been mortgaged. North, J., held that she was. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the court had only to see what was expressed by the Act, and could get very little help from other cases of construction. Cases on the construction of settlements had been cited, but they were not really applicable. The section itself must be looked at, without even the assistance of the Married Women's Property Act of 1870, the object of the Legislature having been to alter its provisions by the Act of 1882. The title of the married woman accrued once for all, of whatever kind the property might be, and if it accrued after the Act it was within the section, while if it accrued before the Act it was not. If two constructions of the section were possible, his lordship would adopt that which would lead to the least inconvenience. In the present case he thought the construction of Pearson, J., would give rise to less inconvenience than the other. It was true that the mortgage was made after the Act, but in many cases mortgages might have been made before the Act, and then the title of the mortgagees would be destroyed if the respondent's contention was right. Construing the section fairly, he thought there must be an accruer of title after the Act in order to bring the case within it. The title accrued at the time when the instrument by which it was given became effectual, and the subsequent explanatory words were used in order to prevent any question as to the nature of the title. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *W. Willis*, Q.C., and *Daniel Jones*; *F. Thompson*; *Barber*, Q.C., and *Colt*; *Swinfen Eady*. SOLICITORS, *Gedge, Kirby, & Co.*; *Pattison, Wigg, & Co.*; *Robins, Cameron, & Komm*; *Indermaur & Brown*.

THE MUTUAL LIFE ASSURANCE SOCIETY *v.* LANGLEY—C. A. No. 2, 19th January.

MORTGAGE—PRIORITY—FUND PARTLY IN COURT AND PARTLY IN HANDS OF TRUSTEES—NOTICE—STOP ORDER—REDEMPTION—FIRST MORTGAGE OF TWO FUNDS—SECOND MORTGAGE OF ONE FUND.

The question in this case was as to the priority of two mortgages. The mortgaged property was a share in the residuary estate of a testator, which estate was being administered in a suit in the Court of Chancery. Before 1872 part of the fund representing the residue had been transferred into court in the action; the other part remained in the hands of the trustees of the will. The defendant's mortgage was executed in May, 1872, and he in 1876 gave notice of his mortgage to the trustees. The plaintiffs' mortgage was executed in 1878, and they at once gave notice of it to the trustees, and in 1883 they obtained a stop order on the fund in court. The defendant never obtained a stop order. Pearson, J., held (L. R. 26 Ch. D. 696, 28 SOLICITORS' JOURNAL, 517) that, as regarded the fund in court, the plaintiffs, having obtained a stop order first, were entitled to priority, and this decision was affirmed by the Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) COTTON, L.J., said that assuming that the plaintiffs, by virtue of their stop order, would otherwise have been entitled to priority over the defendant as regarded the fund in court, it was said that they could not have that priority because, at the time when they obtained the stop order, they had notice of the defendant's prior mortgage. On principle that contention was wrong. The question was what a mortgagee knew, not at the time when he perfected his security, but at the time when he took his security and advanced his money. In *Re Holmes* (L. R. 29 Ch. D. 786) the mortgagee took his

mortgage with notice of a prior mortgage, and for that reason he could not obtain priority over it by giving notice first to the trustees of his own mortgage. He had taken his mortgage subject to the prior one. In the report of *Elder* v. *Maclean* (5 W. R. 447) there was a passage at the end of the judgment of Kindersley, V.C., which appeared to be in favour of this contention. But this passage was not to be found in the report in 3 Jur. N. S. 283, and, if the Vice-Chancellor did lay down any such proposition, his lordship thought that he was wrong. As to the question whether the plaintiffs had obtained priority by their stop order, it was admitted that, if the whole fund had been in court, a stop order would have been the effectual way of obtaining priority. The question was, how could notice be best effectually given. When part of a fund was in court, that part was under the control of the court, and the best mode of giving notice of an incumbrance upon it was by obtaining a stop order. His lordship thought that, as regarded the part which was in court, the rights and interests of the parties must be dealt with just as if the whole had been in court. In *Thompson* v. *Tomkins* (2 Dr. & Sm. 8) the question was not one of priority between mortgagees, but whether a fund was in the reputed ownership of a bankrupt, and it might well be that enough had been done to determine the consent of the true owner to the fund being in the order and disposition of the bankrupt, without enough having been done to obtain priority over another mortgagee. BOWEN, L.J., said that, if part of a fund was in court, the trustee of the fund had ceased to have the control and dominion over the whole fund, and notice to him was no longer the best mode of giving notice of an incumbrance on that part. FRY, L.J., said that, as to the notice which the plaintiffs had of the defendant's security, the crucial point of time was the time when a mortgagee obtained his security or parted with his money. If at that time he had no notice of a prior mortgage, he had a right afterwards to perfect his security by means of a stop order. As to the other point, the material question was, in whose hands and under whose control was the fund which it was sought to affect by the notice. The notice must be given to those under whose control the fund was at the time.

Another point (which was scarcely argued before Pearson, J.) arose in this way. The plaintiffs had mortgages on two funds, a life interest and a reversionary interest. The defendant afterwards took a mortgage on the reversionary interest only. Afterwards the plaintiffs took another mortgage on the life interest only. Pearson, J., held that the defendants must redeem all the plaintiffs' securities, including that on the life interest which was subsequent in date to his own security. The Court of Appeal reversed this decision. COTTON, L.J., said that, before the execution of the plaintiffs' mortgage on the life interest alone, the defendant's right would have been, on paying off all the plaintiffs' prior mortgages, to have the mortgaged property handed over to him, and that right could not be prejudiced by any subsequent dealing by the mortgagor with the equity of redemption. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *W. W. Karslake*, Q.C., and *A. G. Langley*; *Cozens-Hardy*, Q.C., and *Farwell*. SOLICITORS, *Hores & Pattison*; *Burchell & Co.*

BONGIOVANNI *v.* LA SOCIETE GENERALE—C. A. No. 2, 18th January.

CUSTOM OF STOCK EXCHANGE—"CONTINUATION" OF STOCKS OR SHARES—LOAN OR SALE AND RE-PURCHASE.

The question in this case was as to the meaning of the term "continuation" as used on the Stock Exchange. The plaintiff claimed from the defendants an account of the sale by them of £11,750 Greek Independence Five per Cent. bonds, and £5,000 North Pacific Railway Six per Cent. bonds. The plaintiff alleged that these bonds were his property, and that they had been pledged by one Prescott with the defendants as security for advances made by them, and that they had been sold by them for more than sufficient to cover the amount due to them, and the object of the action was to recover the surplus. The defendants alleged that the bonds had been sold to them by Prescott by the plaintiff's orders, and that the plaintiff was not entitled to any account of them. Bacon, V.C., decided in favour of the plaintiff. The Court of Appeal (LINDLEY, FRY, and LOPES, L.JJ.) reversed the decision. The judgment of the court was delivered by LINDLEY, L.J., who said that the facts, as their lordships understood them, were as follows:—The plaintiff had bought the bonds in question, and had not paid for them, and he instructed Prescott, his broker, to carry them over, as was commonly done on the London Stock Exchange. Prescott accordingly continued them—*i.e.*, instructed the bank to do so. "To continue" was a technical term, and had been explained by the witnesses; it meant to sell and to agree to re-buy the same amount of stock at a future day at the same price and a sum for the accommodation. Such a transaction was not a loan, but a sale and re-purchase. The true nature of a continuation would be best seen by stating its consequences in all possible events. (1) The original seller—*i.e.*, Prescott—might perform his contract to re-buy; then he would be entitled to receive the amount of bonds agreed to be sold to him, and if they were delivered to him the transaction would be closed. If they were not delivered he would be entitled to the damages he had sustained by not getting them. (2) The original seller, Prescott, might make default—*i.e.*, not pay the amount at which he had agreed to re-buy; he then himself would become liable to an action for breach of contract. Then, if (*a.*) the bonds had gone up in price, the person to deliver them suffered no damage, but gained on the transaction. There were no damages to pay, and the transaction was at an end. But if (*b.*) the bonds had gone down in price, the person to deliver them sustained damage, and the amount was the difference between their market value at the time when the original seller, Prescott, ought to have paid for them and the price which he agreed to pay for them. To ascertain the market price the person who had to deliver them—here the bank—would sell the amount he had to deliver, or he would get the price fixed by the official assignee of the Stock Exchange. In all and every of these cases the bonds originally sold by the person wanting to carry them over or to continue them—*i.e.*, Prescott—remained the property of the person who first bought them—*i.e.*, the bank. But it was obvious that a sale and contemporaneous agreement for re-purchase at the same price, though not a loan in point of law, was, in a business point of view, so like a loan by the first buyer to the first seller as to be easily mistaken by business men for a loan. In this very case each party had in turn spoken of the transaction between Prescott and the bank as a loan by the bank, and each party had in turn repudiated that view. The bank sued the plaintiff for a loan, and their manager made an affidavit supporting this view of the case. In that action the plaintiff then denied that there was any loan, and the action was discontinued. Now, the plaintiff had turned round and insisted that the transaction was a loan. But now the bank also turned round and insisted that the real transaction was not a loan, but a sale and agreement for re-purchase. At the same time their manager, in his evidence, and in his letters, and in his affidavits in the former action by the bank, and in some bankruptcy proceedings against Prescott, spoke of the transaction as a loan. The manager spoke of it as a "Stock Exchange loan," and said that all Stock Exchange transactions were borrowing or lending. It was quite plain that his ideas on the matter were somewhat confused. The great difficulty the court had had had arisen from the obscurity thrown round the real transaction by the inconsistent views taken of it by each party in turn. The authority to carry over given by the plaintiff to his broker, his authority to continue given to the bank, Prescott's accounts as explained by his clerk, and the accounts in the books of the bank had at last convinced their lordships that the real transaction was one of sale and re-purchase, and not a loan in any proper sense. Upon the whole evidence they had come to the conclusion that the plaintiff had not made out his case, and the appeal must be allowed, and judgment be entered for the defendants. But their lordships were of opinion that the defendants' own letters and statements, which were to a great extent inconsistent with their present defence and with the true facts of the case, had really been the cause of this litigation, and their lordships did not think it right to give the defendants any costs either of the action or of the appeal.—COUNSEL, *Cohen*, Q.C., and *Northmore Lawrence*; *Millar*, Q.C., and *Israel Davis*. SOLICITORS, *M. Abrahams, Son, & Co.*; *F. W. Atkinson*.

HIGH COURT OF JUSTICE.

Re LORD CHESHAM, Deceased, CAVENDISH *v.* DACRE—Chitty, J., 14th and 26th January.

ELECTION—BEQUESTS IN SAME WILL TO A. OF RESIDUARY PROPERTY, AND TO B. AND C. OF HEIRLOOMS IN WHICH BY SETTLEMENT A. HAD LIFE INTEREST—COMPENSATION—SETTLED LAND ACT, 1882.

In this case it appeared that the late Lord Chesham, who died in June, 1882, by his will gave chattels to trustees upon trust to sell for the benefit of his two younger sons, and his residuary estate to his eldest son, the present Lord Chesham. The chattels were not in the testator's disposition, but settled upon trusts so as to be enjoyed with the family mansion-house at Latimer, of which the present Lord Chesham was tenant for life. An order had been recently obtained by Lord Chesham, under the Settled Land Act, 1882, for the sale of the heirlooms. It was submitted on behalf of the younger sons that the residuary legatee should be put to his election, and in the event of his electing to take under the will, should give compensation to the disappointed legatees to the value of his beneficial interest in the heirlooms, and also that such interest, by reason of the Settled Land Act, 1882, was ascertainable. *Wilson* v. *Townshend* (2 Ves. Jun. 693) was referred to as being an authority in support of the claim for compensation. CHITTY, J., said that it was clear that if Lord Chesham took under the will he must confirm the will so far as he could, and must give up to the disappointed legatees any beneficial interest that he could dispose of in the heirlooms. But Lord Chesham had no such interest in the heirlooms. The title of the trustees of the settlement was paramount, and were the court to hold that there was election, it would be either making a nugatory judgment, or authorizing a breach of trust, for Lord Chesham could make no assignment, as he had no assignable interest. The principle upon which the doctrine of election was based was that a man should not be allowed to approbate and reprobate, and that, if he approbated, he should do all in his power to confirm the instrument which he approbated. The consequences of such a principle could not be legitimately carried beyond the principle itself, and if a man approbated, his obligation was confined to his adopting the instrument as a whole, and abandoning every right inconsistent with it. In all the leading authorities the principle was so stated, and, so far as he was aware of, there was no decision decreeing compensation where the election had been to take under the instrument. (*Streatfield* v. *Streatfield*, Ca. Temp. Lord Talbot, 176; *Ker* v. *Wauchope*, 1 Bl. 25; *Wollaston* v. *King*, 17 W. R. 641, L. R. 8 Eq. 175 [adopting *Whistler* v. *Webster*, 2 Ves. 367]; *Cooper* v. *Cooper*, L. R. 7 H. L. 69; *Codrington* v. *Codrington*, 24 W. R. 648, L. R. 7 H. L. 861; and the note to *Gretton* v. *Hayward*, 1 Sw. 433, were referred to.) In none of those authorities could any trace be found of an attempt to apply the engrafted doctrine of compensation to the case of a person electing to take under the instrument which gave rise to the election. On the contrary, the obligation of the person to take under the instrument appeared to be confined to confirming the instrument so far as he was able. *Wilson* v. *Townshend* was a case where the election was against the instrument, and was also a decision before it had been decided that elec-

tion against the instrument did not involve forfeiture, but gave a right to compensation. The *dicta* in that case, moreover, could not be supported. In *Williams* v. *Mayne* (I. R. 1 Eq. 519) a legacy was given to a married woman for her separate use for life by a will which purported to bequeath to another person a portion of a fund in which, under a settlement, the married woman had a reversionary interest. It was held that, during the life of the tenant for life of the fund, the married woman could not elect, and that her legacy must be impounded until she could elect. That case was distinguishable from the present case. It was in *Williams* v. *Mayne* admitted that a case of election arose, and that the married woman was bound to give up her interest in the fund if she accepted the legacy, and it was considered that she would be capable of binding her interest in the fund when it fell into possession. The question then resolved itself into whether she was bound to elect while her interest under the settlement was reversionary, or whether the time for election should be postponed until she could bind it. The question was one of postponement merely, which was not the question in the present case. Not only was Lord Chesham not bound in any view to make compensation, but what was more, as he had no assignable interest, no question of election arose. Election meant free choice. He could not be compelled directly or indirectly to take under the settlement and against the will. But when he took under the will there was nothing for him to give up, for there was nothing which he could give up. It seemed absurd to say that he was put to his election merely for the purpose of making a deduction from his legacy. With regard to the interest of Lord Chesham being ascertainable since the passing of the Settled Land Act, 1882, the only circumstances which could be looked at were those existing at the death of the testator, and then the Act had not been passed.—COUNSEL, *Farwell*; *Lewin*. SOLICITORS, *Currey, Holland, & Currey*; *Spencer Whitehead*, for *Milward & Co.*

MICHEL *v.* MUTCH—Chitty, J., 23rd January.

PRACTICE—ORDER BY CONSENT.

In this action a summons was taken out by the plaintiff for the purpose of consolidating the action with other two actions which had already been consolidated, and of having an order dated the 11th of August, 1885, and made in the other two actions, made applicable to all three actions. It appeared that the order of the 11th of August, 1885, had been made by agreement and arrangement between the parties, and had not been sanctioned or directed by the court, but there was nothing in the order which shewed that it had been made by consent. CHITTY, J., in refusing the application, stated that the order being by agreement and arrangement between the parties, and not having been sanctioned or directed by the court, it ought to have appeared on the face of the order that it was made by consent.—COUNSEL, *H. B. Buckley*; *Romer*, Q.C. SOLICITORS, *Linklater & Co.*; *McDiarmid & Teather*.

Re HARTLEY, STEDMAN *v.* DUNSTER—Pearson, J., 20th January.

NEXT OF KIN—PEDIGREE—ADVERTISEMENT—PRESUMPTION OF DEATH.

The question in this case was whether certain persons had established their title as the next of kin of a testator. The testator, by his will, after giving pecuniary legacies to his executors (the defendants), the plaintiff (his man-servant), and his doctor, and giving some houses to the plaintiff, made the following residuary gift:—"I give, devise, and bequeath all the residue of my property whatsoever and wheresoever, both real and personal, unto such person or persons who shall within one year from my death establish his, her, or their right or title thereto, either as my heir-at-law or as my next of kin, according to the statute for the distribution of the personal estates of intestates," and in default thereof, and in case of his not making any other disposition of his residue, he gave it to be equally divided between and among the several persons thereinbefore named and described as legatees. The testator died in December, 1883. The action was commenced in April, 1884, to administer his estate. The executors had previously inserted advertisements in various newspapers for the heir and next of kin of the testator, and by the direction of the chief clerk in the action further advertisements were issued. In answer to the advertisements, three persons, within a year after the testator's death, claimed to be his next of kin. These persons were Robert Colling, James Colling, and Mrs. Mathews, their sister. They were the testator's third cousins once removed, and were a generation younger than himself. Robert Colling also claimed to be heir-at-law. They brought in a pedigree and it was proved in chambers that all the persons mentioned in the pedigree, who were nearer in blood to the testator than the three claimants, were dead, except two, H. M. Bunbury and his sister, Mrs. Versturne. These two persons were, as it afterwards appeared, both alive at the time of the testator's death, though this was not then known. They were the testator's third cousins, and were of the same generation as himself. They were not aware of their right, and did not make any claim as the next of kin of the testator within the year after his death limited by the will. The chief clerk found that H. M. Bunbury and Mrs. Versturne were the testator's next of kin according to the statute, and that no person had established his or her right or title as his next of kin within a year from the testator's death. He found that there was no residuary realty, and therefore did not prosecute the inquiry who was the testator's heir. The Collings claimants took out a summons to vary the certificate, and it was urged on their behalf that, on the evidence as it stood at the end of the year after the testator's death, they had proved their title as next of kin. PEARSON, J., held that the claimants were bound to get rid of the two persons who stood before them in the pedigree as next of kin, and that, as the pedigree shewed that those persons, if alive, would be between seventy and eighty years of age, it could not be presumed that they were dead. Consequently, the claimants had not within the year established their title as next of kin.—COUNSEL, *Everitt*, Q.C., and *Vaughan Hawkins*; *Rigby*, Q.C., and *Maidlow*; *Cookson*, Q.C.; *Cozens-Hardy*, Q.C., and *Chadwyck Healey*. SOLICITORS, *Farrer & Co.*; *G. & W. Webb*; *Dawes & Sons*; *A. M. Smith*; *Sharpe, Parker, & Co.*

IHLEE *v.* HENSHAW—North, J., 15th January.

PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (47 & 48 VICT. c. 57), ss. 77, 78—REGISTRATION OF PROPRIETORS' NAMES—ASSIGNMENT OF TRADE-MARK—OMISSION TO REGISTER ASSIGNMENT—RIGHT OF ASSIGNEE TO SUE FOR INFRINGEMENT.

In this case a question arose as to the construction to be placed on sections 77 and 78 of the Patents, Designs, and Trade-Marks Act, 1883. The point was whether the equitable assignee of a trade-mark, the assignment to whom had not been registered under the Act previous to the institution by him of an action to restrain an infringement, was entitled to sue. The facts were, shortly, that, on the 17th of April, 1884, a firm of Ihlee & Horne registered a trade-mark, No. 34,240, to be used on accordions, such registration, under rule 32 of the Trade-Mark Rules, 1883, relating back to the 15th of November, 1883. The registration was effected in the names of H. F. Ihlee and W. C. Horne, then in partnership as Ihlee & Horne. Ihlee & Horne dissolved partnership on the 3rd of March, 1884, as from the previous 15th of February, and Horne released his interest in the goodwill and assets to Ihlee. On the 16th of February, 1884, Ihlee entered into partnership with R. J. Sankey as "Ihlee & Sankey," and the two were the plaintiffs in this action, which was commenced on the 11th of June, 1884. No registration of the dissolution of the original partnership or of the formation of the new one, and the consequent transmission of the trade-mark, was made under the Act in question till the 7th of July, 1884, after the commencement of the action for infringement. The sections of the Act, so far as material, are as follows:—Section 77: "A person shall not be entitled to institute any proceeding to prevent . . . the infringement of a trade-mark, unless it has been registered in pursuance of this Act"; and section 78—"There shall be kept at the Patent Office a book called the Register of Trade-Marks, wherein shall be entered the names and addresses of proprietors of registered trade-marks, notifications of assignments and of transmissions of trade-marks, and such other matters as may be from time to time prescribed." It was argued, on these facts, that there was no case in the books shewing that an equitable assignee could sue; that section 77 was quite clear to the effect that no person could sue who was not registered. On the other hand, it was urged that there had been a valid original registration of the proprietors' name, a firm, and that, as the goodwill of that business was vested in the plaintiffs, they were entitled to sue, even though the assignment to them of the partnership assets, including the goodwill, was not registered until subsequently to the commencement of the present action, but, that having been done, the Act had been complied with. NORTH, J., in giving judgment, referring to the argument last mentioned, said:—I think that is so. I must put that construction upon it. I think what was contemplated by the Act was that there should be a registration, from time to time, when an assignment took place, but I do not find anything in the terms of the Act making any such registration of the assignment a condition precedent to the right to sue. If I were to read the section of the Act as Mr. Aston says I ought to read it, I should read it in this way:—"No person shall be entitled to take any proceedings in respect of the infringement of a trade-mark, unless it has been registered in pursuance of the Act, and unless such assignment and transmission have also been registered." I cannot add those words to the section; and although, as I said, I think the Act contemplates that the subsequent dealings with the trade-mark shall be registered, and it is very desirable that they should be, I do not think I could import those words into the 77th section in such a way as to make it say that no assignee should be entitled to sue in respect of the infringement of a trade-mark duly assigned to him unless not only the trade-mark, but the assignment, also, had been registered before action brought. The preliminary objection was, therefore, not sustained. Upon the merits, the action was dismissed, with costs.—COUNSEL, *Warmington*, Q.C., and *L. B. Sebastian*; *Aston*, Q.C., and *R. M. Pankhurst*. SOLICITORS, *Wansey & Bowen*; *Chester & Co.*, for *T. W. Millar*, Manchester.

BANKRUPTCY CASES.

Ex parte PARSONS, *Re* TOWNSEND—C. A. No. 1, 22nd January.

BILL OF SALE—VALIDITY—"LICENCE TO TAKE POSSESSION OF PERSONAL CHATTELS AS SECURITY FOR ANY DEBT"—LICENCE TO TAKE IMMEDIATE POSSESSION—BILLS OF SALE ACT, 1878, ss. 3, 4—BILLS OF SALE ACT, 1882, ss. 3, 8, 9.

The question in this case was whether a document which authorizes immediate possession to be taken of goods as security for a debt (it not being one of those documents in the ordinary course of business which are excepted from section 4 of the Bills of Sale Act, 1878) is a bill of sale within that Act, and therefore made void by section 9 of the Bills of Sale Act, 1882, because it is not made in the form given in the schedule to that Act. Section 3 of the Act of 1878 provides that "the Act shall apply to

every bill of sale executed after the 1st of January, 1879 (whether the same be absolute, or subject or not subject to any trust), whereby the holder or grantee has power, either with or without notice, and either immediately or at any future time, to seize or take possession of any personal chattels comprised in or made subject to such bill of sale." Section 4 provides that the expression "bill of sale" shall include (*inter alia*) "authorities or licences to take possession of personal chattels as security for any debt," but it provides that the expression shall not include various specified documents (such as, *e.g.*, bills of lading and warrants or orders for the delivery of goods), "or any other documents used in the ordinary course of business as proof of the possession or control of goods, or authorizing, or purporting to authorize, either by indorsement or by delivery, the possessor of such document to transfer or receive goods thereby represented." Section 3 of the Act of 1882 (which was passed to amend the Act of 1878) provides that the two Acts are to be construed as one, and that the expression "bill of sale" shall have the same meaning in both Acts, except as to bills of sale mentioned in section 4 of the Act of 1878 which may be given otherwise than as security for the payment of money, to which last-mentioned bills of sale the Act of 1882 shall not apply. And section 9 provides that "a bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void unless made in accordance with the form in the schedule to this Act annexed." The form provides that the chattels assigned by the bill of sale shall not be liable to be seized except for the causes mentioned in section 7 of the Act, none of which contemplate the taking of immediate possession. In the present case T., as security for money advanced to him by P., signed, on the 7th of August, 1884, the following document, addressed to P.:—"I hereby authorize and empower you to take immediate possession of all my goods, chattels, plate, and other effects at No. 26, Eaton-place, Kemp-town, and to sell the same, either by public auction or private contract, as soon as convenient may be, and out of the proceeds thereof I authorize you to deduct any moneys due from me to you, and any accounts due from me to the tradespeople in and about Kemp-town, and, after deducting all proper charges for the sale of my effects and money advanced by you, to pay over to me the balance thereof." After the execution of the document P., at the request of T., consented not to take immediate possession of the goods, and T. remained in possession of them until September 6. On that day P. took possession of the goods, and a few days afterwards they were, by his direction, put up for sale by auction. Some of them were sold; the rest remained in P.'s possession. On the 12th of March, 1885, T. was adjudicated a bankrupt on a creditor's petition presented in December, 1884. The trustee in the bankruptcy claimed the goods which were in the possession of P., on the ground that the document of the 7th of August was a bill of sale which was made void by the Act of 1882. The judge of the Brighton County Court (Mr. A. Martineau) held that the document was not made void by the Act of 1882, and that it was valid, and that, though it had not been registered as a bill of sale, sufficient possession had been taken by P. of the goods before the bankruptcy. In so deciding, his Honour considered himself bound by *Ex parte Close* (33 W. R. 228, L. R. 14 Q. B. D. 386) and *Re Cunningham & Co.* (33 W. R. 387, L. R. 28 Ch. D. 682). A divisional court (Cave and Day, JJ.) reversed this decision, and held that the document was void under the Act of 1882 (34 W. R. 183). The Court of Appeal (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed this decision. Lord ESHER, M.R., said that the agreement between T. and P. having been reduced into writing, the writing alone could be looked at, and it was the sole evidence of the agreement. Looking at the document of August 7, it was obvious that the agreement was not one of purchase and sale, but one of loan upon security. The one party was to advance money to the other, and, as security, was to have power to take immediate possession of and to sell the goods of the other, and, after repaying himself the advance, to account for the surplus proceeds to the other. The parol arrangement to postpone the taking possession was without consideration, and did not affect the original agreement. When P. took possession he was clearly exercising his right under the original agreement. No new right had been given to him, but T. was not aware that he could withstand P.'s supposed right. His lordship thought that the document was a bill of sale under section 4 of the Act of 1878, for it was a licence to take possession of personal chattels as security for a debt. There was nothing in section 4 to exclude a licence to take immediate possession, and the words were sufficient to include it. It was not one of the documents excepted by the proviso at the end of section 4. The question was whether it was within the Act of 1882, for, if it was, it was rendered void as not being in the form in the schedule. But some judges had said that, in the case of such an ordinary transaction as an advance of money upon the security of goods, of which immediate possession was to be given, inasmuch as the transaction could not possibly be put into the form given in the schedule, the Legislature could not have intended to deal with such a transaction, and the true construction of the Act was that it did not apply to it. But the words were general, and there was no exception of a document which gave a right to immediate possession. The Legislature knew that bills of sale were used by lenders of money as a means of puzzling ignorant borrowers, and that even practised solicitors could not safely advise as to the meaning of bills of sale. Therefore it was against written documents that the Legislature meant to act. If the Legislature had forbidden every document but one in a specified form, the court was bound to give to the legislation the ordinary meaning of the language. His lordship thought that the Act struck at all documents which gave security for money upon goods, and the intention was that, if the agreement could not be made in the form given in the schedule, it should not be made at all. His lordship could not, therefore, agree with the *ratio decidendi* of either *Ex parte Close* or *Re Cunningham & Co.* The actual decision in *Ex parte Close* was obviously right, because the document there in question was within the proviso of section 4 of the Act of 1878. In *Re Cunningham & Co.*, Pearson, J., applied the doctrine which was not necessary to the decision of *Ex parte Close*, and apparently intended to agree with it. The Master of the Rolls could not agree with the doctrine. The legislation was very harsh against lenders of money, but it was necessary to protect some borrowers, and the Act applied to all lenders. The document could not, therefore, be relied on for any purpose, and the taking of possession by P. was unauthorized. LINDLEY, L.J., thought that the case was a very hard one upon the particular lender, but he could not see his way out of the very stringent provisions of the Act of 1882. He felt driven to say that the document was within the Act of 1878, and also within the Act of 1882, which was much more stringent. The object was to protect needy borrowers against unscrupulous lenders, but the Act applied equally to honest lenders. If the document was made void by the Act, the parties could not afterwards ratify and confirm it, and there was no evidence here of any subsequent independent transaction. His lordship thought that the reasoning in the two cases relied on was erroneous; the true conclusion was that, if a document, given as security for money and not within the exceptions, was not in the statutory form, it was void altogether. But the Act was exceedingly tyrannical and despotic. LOPES, L.J., concurred, but said that, having had considerable experience of the iniquities perpetrated by means of bills of sale, he thought that the Act was a very good and salutary one.—COUNSEL, *Cooper Willis*, Q.C., and *Gore; Philbrick*, Q.C., and *Parsons*. SOLICITORS, *Nash & Field; Plunkett & Leader*.

Ex parte BARNE, *Re* BARNE—C. A. No. 1, 22nd January.

BANKRUPTCY PETITION—JURISDICTION—DOMICIL OF DEBTOR—RESIDENCE—ONUS PROBANDI—BANKRUPTCY ACT, 1883, s. 6, SUB-SECTION 1 (D.), s. 95.

A question arose in this case as to the *onus probandi* of the English domicil of a debtor against whom a bankruptcy petition is presented. Section 6 (1) of the Bankruptcy Act, 1883, provides that "a creditor shall not be entitled to present a bankruptcy petition against a debtor unless (*inter alia*) (*d.*) the debtor is domiciled in England, or, within a year before the date of the presentation of the petition, has ordinarily resided or had a dwelling-house or place of business in England," and section 95 provides that, if the debtor has resided or carried on business within the London bankruptcy district for the greater part of the six months immediately preceding the presentation of the petition, or is not resident in England, the petition shall be presented to the High Court. In the present case a bankruptcy petition was presented in the Queen's Bench Division against a debtor named Barne, who was described in it as "late of Gort House, Petersham, in the county of Surrey, and of the Junior United Service Club, Charles-street, St. James's, in the county of Middlesex, retired officer in her Majesty's army, and lately carrying on business as a flint glass manufacturer at William-street, Lambeth, in the county of Surrey, and at 97, Cannon-street, in the City of London." The petitioner alleged that the debtor had for the greater part of six months next preceding the presentation of the petition carried on business at William-street and Cannon-street. Barne gave notice of his intention to oppose the making of a receiving order on the ground, among others, that he had not, for the greater part of the six months next preceding the presentation of the petition, carried on business as therein alleged. This notice did not in any way suggest that the debtor had not an English domicil. A receiving order was made by Mr. Registrar Giffard, and on the debtor's appeal it was urged that the *onus* of proving that the debtor was domiciled in England was on the creditor, and that this *onus* had not been discharged, the creditor not having adduced any evidence of the debtor's domicil. For this proposition *Ex parte Cunningham* (L. R. 13 Q. B. D. 418, 28 SOLICITORS' JOURNAL, 597) was relied on. It was objected that the allegation in the petition as to the place of the debtor's carrying on business had not been proved. The Court of Appeal (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) refused to discharge the receiving order. Lord ESHER, M.R., said that the court was bound by the decision in *Ex parte Cunningham* (which he thought was right), that the burden of proving the jurisdiction of the court with reference to both section 6 and section 95 was on the petitioning creditor. The language used by Baggallay, L.J., in *Ex parte Cunningham* must be understood with reference to the facts of that case. There it was assumed by everyone that the debtor's birth domicil was in Ireland, and, if the burden of proving an English domicil of the debtor lay originally on the petitioning creditor, it lay more heavily on him if the debtor's domicil of origin was in Ireland. The only question was how much *prima facie* evidence was necessary on the part of the petitioning creditor to shift the burden of proof. It would be contrary to the practice and to the necessity of the case that the petitioning creditor should go to the court with evidence to prove the English domicil of the debtor if it had been assumed throughout that he was domiciled in England. In the present case the debtor himself had proved all that was necessary, for the only proper inference from an affidavit which he had filed was that he was a born Englishman, and that he was, when the petition was presented, resident in Brussels. He did not pretend that he had changed his domicil of origin. He had himself brought himself within the jurisdiction. LINDLEY, L.J., said that the petitioning creditor could not be expected to go into court with evidence of the debtor's English domicil when there was no reason to suppose that it would be disputed. If it was disputed, the burden of proof was on him. After the debtor's affidavit in this case it would be pedantic to say that any other evidence was required. LOPES, L.J., said that the petitioning creditor must give *prima facie* evidence to shew the jurisdiction of the court. But here the debtor's own affidavit had removed the objections under both sections.—COUNSEL, *R.*

Melville; Cooper Willis, Q.C., and *F. Cooper Willis*. SOLICITORS, *Jackson & Co.; Tamplin, Taylor, & Joseph*.

CASES AFFECTING SOLICITORS.

S. *v.* K.—Chitty, J., 26th and 27th January.

COSTS—TAXATION—INTERLOCUTORY PROCEEDINGS—COSTS OF MOTION IN ACTION—INSTRUCTIONS ON MOTION TO COMMIT FOR BREACH OF INJUNCTION.

This was a summons by the defendant to review taxation. The taxing master had, in taxing the costs of a motion made in 1885, disallowed instructions to move and instructions for the brief on motion, on the ground that there was no fee for instructions to move in an action recognized by the rules or practice, and a fee for instructions on brief was only allowed on motion for judgment, or some motion by means of which the action was brought to an end, and that the motion in the present case was not of that kind. It appeared that, in 1883, the present action was instituted in the usual form for making a young lady a ward of court, and an injunction on motion made against H. (who was not a party to the action) restraining him from communication, &c., with the ward. In 1885 a motion was made by the defendant to commit H. for breach of the injunction. The motion was refused, but H. was ordered to pay costs. The defendant submitted that the motion was in the nature of a special or original motion in the action, depending on entirely new information, apart from that by which the proceedings in 1883 were supported. CHITTY, J., said that the whole question was whether the motion was or was not a distinct proceeding. The motion was not an original proceeding; it was a motion to enforce an order made on a previous motion. It was therefore neither a new proceeding nor in the nature of a new proceeding. The taxing master was therefore right.—COUNSEL, *Ince*, Q.C., and *Dauney; Levett*. SOLICITORS, *Alfred Inderwick; Lewis & Lewis*.

BEDDINGTON *v.* DEICHMAN—Chitty, J., 24th January.

TAXATION—R. S. C., ORD. 65, R. 27 (9, 27, 40)—COSTS OF WITNESSES NOT CALLED—DISCRETION OF TAXING MASTER.

This was a summons by the defendant to review taxation. The action had been dismissed with costs. The taxing master having disallowed expenses of two witnesses subpœnaed by the defendant but not called, the defendant objected that they were proper and necessary witnesses procured under the advice of counsel and not called, because in counsel's opinion the plaintiffs had not made out a strong enough case to require any further evidence on behalf of the defendant. The taxing master answered that there was no evidence on the defendant's part produced as to the reason alleged for not calling the witnesses, and that the real reason was that their evidence would have been of no value, and that under R. S. C., 1883, ord. 65, r. 27 (29), the adverse party was not to be called upon to pay costs which appeared to the taxing master to have been incurred through over-caution. The defendant submitted that the expenses were reasonable within ord. 65, r. 27 (9), and said that he had tendered no evidence as to the utility of the witnesses' evidence, because he had no foreknowledge that their expenses would be disallowed. CHITTY, J., said that, under ord. 65, r. 27 (40), the taxing master had a discretion as to receiving further evidence. He had, in the present instance, not called for further evidence. He, Mr. Justice Chitty, had decided in *Levetus* v. *Newton* (28 SOLICITORS' JOURNAL, 166), that costs of witnesses not called could be properly allowed. He, however, in the present case, was not going to overrule the taxing master, because he saw no ground of interference with the discretion given to the taxing master under ord. 65, r. 27 (40). He was not prepared to say that the court would not interfere in a case where the discretion had been wrongly exercised. But that did not appear to be so here. The taxing master had said that the reason why the witnesses were not called arose out of over-caution. To overrule the taxing master in that opinion might be to overrule the taxation as a whole, for it was to be remembered, as had been said by Jessel, M.R., that it was not always possible to so tax as to do exact justice, but that taxation was a question of giving and taking. In reviewing taxation that excellent rule was not to be lost sight of. The summons was dismissed, with costs.—COUNSEL, *Stirling; Alexander*. SOLICITORS, *C. & S. Harrison; E. H. Montagu*.

It is anticipated that the hearing of the eleven parliamentary election petitions which have now been presented will be commenced early in March.

The President of the Liverpool Incorporated Law Society (Mr. Gray-Hill) was guest at the usual Grand Day dinner at the Middle Temple on Wednesday.

Mr. Baron Pollock, at the North Wales Assizes, has had the unique experience of receiving two pairs of white kid gloves in Anglesey and Carnarvonshire. In Denbighshire there was only one prisoner for trial, and he was found Not Guilty.

It is stated that there are 180 appeals entered for hearing at the ensuing sessions of the Court of General Assessment Sessions, under the Valuation (Metropolis) Act, 1869, and it is understood that applications will be made to enter some additional appeals in a supplementary list.

THE LAND LAWS.

A "STATEMENT on the Land Laws" has been issued by the Council of the Incorporated Law Society. After pointing out that the phrase "land registration" may mean either (1) registration of titles, or (2) registration of assurances (*i.e.*, of conveyances, mortgages, and other deeds), such as exists at the present time in Ireland and Scotland, and in the English counties of Middlesex and York, the council give a short history of land legislation during the last fifty years, concluding as follows:—

Such is a concise history of land-transfer legislation during the last half-century, from which it will be seen that great improvements have been effected; that the length of deeds has been reduced to a minimum; that their complexity has entirely disappeared; that law charges are no longer dependent on length or complexity of title, but are governed by an *ad valorem* scale; and that in spite of several well-meant efforts at establishing registration, either of deeds or titles, none of such efforts have been rewarded with any even moderate measure of success. The council consider that the success of the great measures of 1881 and 1882 (and indeed of all the successful conveyancing statutes of the last fifty years) is entirely due to the fact that their provisions were suggested, drafted, or corrected by practising conveyancers (barristers and solicitors) intimately acquainted with the difficulties to be overcome, and who have for the most part given their services gratuitiously (even in the laborious work of drafting). Little or no assistance has been received from the public, or the Government for the time being. Even with regard to Lord Cairns' Acts, the Government of the day were merely passive, and the Acts were in no case considered Government measures.

The council next proceed to state the arguments for and against registration (1) of deeds, and (2) of titles:—

Registration of Deeds.—The institution of a registry of assurances has for its one specific object the security of title by means of the preservation of evidence. That a register of assurances would afford increased security there can be no reasonable doubt. All those evils and objections which arise from the suppression or loss of documentary evidence of title would be removed by a general register of deeds and other assurances, which would (as has been well said) protect every man against the ordinary accidents to which muniments of title are subject, and particularly in those cases where a portion only of an estate being purchased, the title-deeds are retained by the vendor, or are delivered to one of several purchasers. Again, at the present time, a person willing to advance money on a second mortgage has no real certainty that there is only one mortgage prior to his; for the first mortgagee has the deeds, and there may be a dozen other mortgages of which the proposed second mortgagee may have no notice, but which would, in the absence of special circumstances, rank in order of date. It is obvious that this opens a door to fraud, and, as a matter of fact, some fraud is actually perpetrated, which would be obviated if all the mortgages and charges were registered, and took priority in order of registration. It would, however, be necessary in that case to provide that, on registration of a second or subsequent mortgage, the mortgagee should forthwith give notice of his charge to prior mortgagees, so as to prevent their making further advances. Some provision of that kind would be indispensable, otherwise in the case of mortgages for securing current accounts with bankers, or mortgages to building societies where the money is advanced by instalments, the register would have to be searched on every occasion that a further advance was required. This difficulty in the case of mortgages to bankers was practically felt in Yorkshire, under the Yorkshire Registries Act, 1884, by which mortgages are made to take priority according to the date of registration. In that county, owing to this fact, a mortgage to a banker was actually more dangerous than if there had been no register at all; and consequently it was found necessary in 1885 to pass an amending Act to set this right. If a register of deeds were instituted, a mortgage might be discharged by a simple indorsed receipt, as is now done under the Building Society Acts; the numerous disputes now more or less frequent between mortgagees as to their relative priorities would be rendered almost impossible; and the technical doctrines of tacking and consolidation might be safely abolished. A register of mortgages alone was advocated by Mr. N. T. Lawrence in his inaugural address in the year 1879. He did not propose that registration should be essential to a mortgage, but only that it should give priority to a registered mortgage over an unregistered mortgage, and preference to registered mortgages according to the priority of registration. On the other hand, a register of assurances would not operate to simplify title or facilitate the transfer of land;* in other words, it would not obviate the existing necessity of investigating the title. All that it would do would be to give to a purchaser greater certainty that the deeds were genuine deeds, and that there were no documents suppressed. A register of deeds would necessarily increase the expense now incident to transactions in land, inasmuch as it would add to the present costs the cost of searching the register, and of placing the new transaction on the register. If the registry were centralized in London it would have to be an immense department of the Government, for it is estimated that upwards of 1,000 deeds relating to land are executed daily. If, on the other hand, local registries were established, the expense of sending a skilled clerk from (say) London to inspect a register in (say) Northumberland would add enormously to the cost of a purchaser in London who wished to purchase Northumbrian land; and there are serious objections entertained by solicitors to instructing a strange solicitor to act as agent, which would be the only alternative. Another objection, which it is believed is much felt by

* Report Land Transfer Commissioners, 1857, p. 10.

bankers and their customers, is that a register of mortgages would put an end to the convenient custom now in use of raising money by a deposit of title-deeds. Indeed, in Middlesex and Yorkshire, such mortgages are now very generally declined; whereas in counties in which no register exists, it is almost as easy to raise money by deposit of title-deeds as it is by pawning a chattel at a pawnbroker's. It has also been urged that a registry would unduly disclose private affairs, at all events if the actual deeds and not mere memorials were required to be registered. Such an objection (especially if local registries were adopted) seems worthy of serious consideration; and unless precautions were adopted to prevent it, the proprietors of certain trade publications would undoubtedly search the register *de die in diem*, and give publicity to every deed and *caveat* registered, just as now happens in the case of bills of sale. Notwithstanding the objections above indicated, a registry of deeds has for many years been in operation in Scotland, where it appears to give general satisfaction, and is said, owing to a good system of indexing and searching, to afford considerable facilities in the sale and transfer of land.

Registration of Titles.—[Before considering the arguments for and against registration of title, the council discuss the question how, if a registry of title be established, the land of the kingdom could be all brought on it with safety and dispatch.] They conclude that a compulsory registration of all titles requiring an indefeasible title to be shewn to the registrar would be an impossibility in this country; for, putting aside the expense, delay, and danger to persons who may have technical flaws in their title, it would require an army of highly-skilled registrars to cope with the hundreds of thousands of titles which would be presented to them. Consequently, if compulsory registration of title is ever to become a reality, it will be necessary to adopt one of three courses:—Either (1) every person having a *primâ facie* possessory title must be registered, and the State must undertake to compensate in money all subsequent purchasers who may be ousted by reason of the title so registered proving bad; or (2) every person having a *primâ facie* possessory title must be registered as owner, but without that fact implying any guarantee of his title until by the lapse of time the rights of all persons claiming adversely to him may be barred; or (3) there must be a landed estates court, as in Ireland, giving an indefeasible title, and, in case of a sale, judicially deciding who is entitled to the proceeds of sale. (1) Doubtless the first of these three methods would have the advantage of bringing all estates at once on to the register with a guaranteed parliamentary title. The plan is, however, open to some very obvious objections. In the first place, if it is made compulsory it would (as has been pointed out by the Land Transfer Commissioners of 1857) "be oppressive either, on the one hand, to require claimants out of possession to come forward and make assertion of their rights in order to avoid losing them, or, on the other, to put the persons in possession to the defence of their rights as against any stale claims or assertions of right that might be set up." In addition to this, it is a question rather for statesmen than lawyers to consider whether it is fitting that the State should undertake the cost of proving or insuring titles. (2) The obvious objection to the second plan (which is the scheme propounded by Mr. Cookson in 1857) is that the immediate effect of such a register would be small, and the nation would have to wait for many years before its advantages would become apparent. For, supposing a man to purchase an estate in 1887, and to place himself on the register as an owner in fee simple, and supposing that he wanted to sell in 1890, his registration would be of little assistance to him. The purchaser would necessarily require to investigate the title anterior to the registration, in order to see that the vendor *was* fee-simple owner free from incumbrances when he was placed on the register. In course of time this necessity would disappear as the possibility of claims anterior to the registration died out. As the Land Transfer Commissioners of 1870 felicitously express it, "It is as if a filter were placed athwart a muddy stream; the water above remains muddy, but below it is clear; and when you get so far down the stream as never to have occasion to ascend above the filter, it is the same thing as though the stream was clear from its source." (3) The third plan—viz., the establishment of a landed estates court, presided over by a judge of the first importance, and endowed with power to sell or convey estates with an indefeasible title—would be extremely costly, and probably very dilatory, and would be likely to delay the settlement of the question for an indefinite period; possibly for a period exceeding that required for the working out of the second method above referred to.

Arguments in Favour of Registration of Title.—The arguments in favour of registration of title are undeniably weighty, and worthy of the most serious consideration. It would, when once firmly and completely established, and when Parliament or time had rendered it unnecessary to investigate the title anterior to the register, entirely do away with the necessity for investigating title, except as to parcels, inasmuch as for the purpose of conferring a good title on a purchaser or mortgagee, the person whose name is on the register would be deemed the true and absolute owner. It is also claimed for the system that the transfer itself is simpler and cheaper than the present system, and that it would merely consist of a short authority to the registrar to make an entry of transfer on the register. At present, on each sale an abstract of title has to be prepared by the vendor and perused by the purchaser. Any imperfection in the title during the period over which it extends (now usually forty years) has to be explained, and this (though not so often as is commonly assumed) causes expense and delay. The title being approved, the conveyance has to be drafted by the purchaser, approved by the vendor, engrossed, and executed. Now, let us take the case of the same estate with a registered title. During the whole of the forty years (if it could have been placed upon a register of titles) all the dealings with the estate by mortgages, settlement, and so on might have gone on just as they now go on in the absence of a register: but in place of there being any mention of them upon the register, from time to time, as they arose, they would have been guarded upon the register by *caveats* and inhibitions. Under those circumstances the same person proposes to sell the estate; he agrees with the purchaser for the price, and he says to him: "The first thing you have to do is to go to the Land Registry and satisfy yourself, or let your solicitor satisfy himself, as to the parcels, and see that the estate which I say is there upon the register is the estate which you want to buy." The purchaser goes and says: "Yes, I am satisfied that the parcels are quite correct; but I see that your register of title is covered with twenty-five inhibitions and *caveats*." The vendor says: "Do not concern yourself about them; what day will you be ready with your money? I will execute the instrument necessary to register you as owner, and you may rest assured that all those inhibitions and *caveats* will disappear, and that the registrar will transfer the estate into your name on payment of the money." In such a transaction there would be no obstruction, no abstract, no investigation of any kind; but the vendor would simply have to procure the consent of the various inhibitors and persons entering *caveats* to their removal. The purchaser would have nothing whatever to do with it.

The council next state Sir R. Torrens' Australian system of land registry, which is not compulsory except as to grants from the Crown since the commencement of the Act. There is only one Central Agency in each colony. There has been no preparatory simplification of title, but estates for life, estates tail, and all the other interests in land known in England, together with charges and liens, are all dealt with in the register. The title is indefeasible, except when registration has been obtained by fraud, and the registration of a transfer *bonâ fide* for value is indefeasible, even though it be obtained from or through a transferor who obtained registration fraudulently. If the transferor does not attend personally and execute the instrument required to authorize a transfer in the presence of the registrar, the execution must be attested by a legal practitioner, or the transferor must acknowledge, or the witness must prove the signature, before a notary public, justice of the peace, or commissioner for taking affidavits. On a transfer, the certificate or other instrument evidencing the title of the transferor must be deposited, together with the form of contract for transfer. The registrar will then enter the memorial of transfer on the proper folium of the register, which act passes the estate. The register is compiled by binding together the duplicates of all certificates of title, each constituting a distinct folium consisting of two or more pages, set apart for recording in the order of registration the memorials of future dealings, until a change of absolute ownership occurs, when the existing certificate is cancelled, the existing folium of the register closed, a fresh certificate is issued to the new proprietor, and a new folium is opened in the register, upon which are carried forward the memorials of all lesser estates and all charges current at the time of transfer. The instrument executed by the transferor does not effect, but merely authorizes a transfer by the registrar, and may be sent to him through the post. The entry in the register is the essential act which gives validity to the transaction, and charges take priority according to date of registration. It is expressly enacted that a mortgage or other security takes effect as a security only, and not as a transfer of the land, and, on default in payment, the creditor is enabled to sell the land or to make himself registered proprietor. Charges are transferable by indorsement in a form printed on the back of the certificate of charge, and pass as freely as Exchequer Bills (Social Science, 1863, p. 171), and are released by entries of satisfaction in the register on production of a receipt. It is also stated that transmissions by insolvency, will, or intestacy are merely required to be so authenticated to the registrar that he may be able to recognize the parties entitled to deal. The general result is stated by Sir R. Torrens as follows:—"The system of registration is metropolitan. Under it, a vendor meeting his purchaser, or a mortgagor meeting his mortgagee, at York would procure the prescribed form of contract at the nearest stationer's, fill it in, and sign it in presence of a notary. The purchaser or mortgagee would see the exact state of the title upon the inspection of the certificate, and, having ascertained by telegram that there were no *caveats* prohibiting the dealing, might, with perfect safety, pay over the stipulated sum in exchange for the contract of transfer or of charge, together with the certificate of title, which he would forward through the post to the capital for registration, with a Post Office order for the fees, and receive back the instruments indorsed with certificate of registration. In such case, the sole advantage of 'district' over 'central' registration appears to be represented in the cost of postage and telegrams." How the registrar assures himself of the genuine character of documents thus received through the post does not appear. It is obvious that great facility is thus afforded to persons who may steal or forge a certificate of title to commit frauds. It is stated that the charges, though low, cover the expenses, and that the old process of conveyancing is entirely superseded, meaning, it is conceived, conveyancing as far as regards vendor and purchaser, mortgagor and mortgagee; conveyancing, as regards settlements and wills, must still remain. It is admitted that settlements are comparatively unusual in Australia; but Sir R. Torrens cannot see any serious difficulties in the way of the introduction of the system into England, and considers the whole difficulty to be in first placing the land on the register with safety to all persons interested. Sir R. Torrens further states that, as a fund to compensate owners for mistake, a contribution of a half-penny in the pound,* equal to 4s. 3d. per cent., is levied on the value of the land when first brought under the system, and upon the value of land transmitted by will, or upon an intestacy, but that very few errors have occurred, and a large fund has consequently accumulated in all the colonies. Sir R. Torrens calls this

* Now reduced in Tasmania to a farthing in the pound

contribution "an almost inappreciable sum." It is equivalent to a little more than one per cent. on each five years' purchase of the rental of the land, and, after the first payment, becomes a tax similar to legacy duty (not succession duty) in this country. Under the Torrens' system, equitable mortgages are effected in this way (Social Science Report, 1878, p. 205):—"The borrower executes a contract for charge in the authorized form, either for a specified sum or, as is more usual, for such sum as may appear due upon balance of account at any future date. This instrument, with the certificate of title, is held by the creditor, who does not register, but lodges a *caveat* forbidding the registration of any dealing with the land until fourteen days, or other named period, have elapsed after notice of intention to register the same had been served by the registrar at an address given. A red ink cross, with the number of the *caveat*, is then inscribed in the proper folium of the register. The creditor, upon receipt of such notice, or at any time, may turn his equitable mortgage into a registered charge by presenting the contract for charge, with the deposited certificate of title, at the registry office." * Direct settlements are effected thus (Social Science Report, 1878, p. 205):—"The registered proprietor executes a form of transfer to himself, or any other person, for life, with reversion to others in succession, with or without powers of appointment, † and with remainder over, as he may prescribe. In such case the existing certificate of title of the land is cancelled, the register folium closed, a fresh folium opened, and a fresh certificate issued for a life estate. Upon the death of the tenant for life this must be surrendered, and a fresh certificate issued to the next reversioner ‡ for the estate to which he succeeds, in accordance with the terms of the instrument of transfer executed by the original settlor." Indirect settlements are effected by transfer to trustees who hold in trust, or by the registered proprietor constituting himself the trustee. Notice of the trusts cannot be entered on the register, but they may be protected by *caveat* and deposit of the trust instrument in the registry. Also the words "no survivorship" may be entered on the register, and then no dealing can take place without the sanction of the court until the original number of trustees § is filled up. With respect to the necessity for district registries, Sir R. Torrens states that "the dealings of the proprietor are not in any way facilitated by the existence of a registry in the locality where the lands are situated; although he may derive some convenience from the existence of a registry at the place where he happens to be at the time of dealing."

Although Sir Robert Torrens' system is considered by many persons to have worked well in the colonies (a conclusion, however, from which some members of the council who have had experience of it dissent), it seems more than doubtful to the council, with their experience of Lord Westbury's Act and Lord Cairns' Act of 1875, whether it would be practicable in this country. It must be remembered that this system is very like that which was embodied in Lord Westbury's repealed Act of 1862, necessitating a perfect title being shewn to the satisfaction of the registrar before land could be brought on to the register. Probably in the colonies the great bulk of the land is held under Crown grants of very recent date, and such grants of course afford conclusive roots of title. Even where such grants are not of recent date, they cannot at all events be very old, and as settlements of land have not been much in vogue in Australia (where real estate is usually dealt with as a commercial speculation rather than, as with us, as a permanent possession valued for its own sake) the investigation of such titles is probably a comparatively simple matter. In Australia, too, the land has been officially mapped out in large square blocks, and no difficulty is experienced as to boundaries. In England, on the other hand (as has been proved in the case of Lord Westbury's repealed Act), the investigation of titles by a registrar is a very different affair, and the proof of boundaries presents a still more serious difficulty; in fact, a difficulty so serious that Lord Cairns felt himself obliged to dispense with an investigation of boundaries in the case of indefeasible titles registered under his Land Transfer Act of 1875. In short, as before stated, the expense of an official investigation of English titles would be simply ruinous. Experience teaches us that no system of registration of titles involving prior investigation will ever be voluntarily adopted by English landowners, who have the greatest interest in making their land saleable. On the other hand, any compulsory system would not only involve all landowners in the really fearful cost of proving their titles, but would also throw so sudden and enormous a strain on any machinery devised to meet it that the direst confusion must result. It would be as if the Railway Clearing House, with all its existing complexity and business, had been suddenly brought into full operation, instead of steadily and naturally growing up. Even in the colonies this was so strongly felt that Torrens' system is only compulsory so far as relates to Crown grants posterior in date to the establishment of the registry. In short, it is obvious to the council that any system of registration of titles, in which the registrar or registrars would have to perform functions other than purely ministerial, could never be worked in England with that certainty and dispatch which would be required, and that, if any system of registration is to succeed here, it must rather proceed on the lines of Mr. Cookson than on those of Sir R. Torrens. Sir R. Torrens argues that any system to succeed in this country must be compulsory, and he combats the argument that the staff would be overwhelmed with work by saying that business is now got through tediously. Though, no doubt, instances of delay can be cited, the council emphatically deny this sweeping charge of tediousness. Delay, as a rule, is confined to official departments, as the Supreme Court and the Middlesex Registry. Solicitors are dilatory at the peril of losing their clients. Mr. G. E. Francis, Registrar for the Forest of Dean, may be cited * as dissenting from the proposition that a system suitable to a colony would answer equally well in this country. He puts the yearly amount of deeds coming before Sir R. Torrens at 700 or 800, instead of the 300,000 here, and quotes Sir R. Torrens as saying that in the colony there is no difficulty in going back for a clear title fifty or sixty years.

Arguments against Registration of Titles.—If (as seems clear to the council) Sir R. Torrens' scheme of compulsory registration of all interests (and it must be remembered that compulsion in the case of existing titles has never been attempted even in the colonies) can certainly not be effected in this country, it is now necessary to consider the objections to other systems, such as Mr. Cookson's, in which all limited interests, trusts, and the like are kept off the register, as in the register of ships and stocks. One weighty objection to all such systems is that an adept in forgery or impersonation might persuade the registrar to register him as transferee, heir, devisee, or realty representative (if one were constituted); and in that case might immediately sell and confer an indefeasible title on a purchaser. In the case of Consols, the Bank of England is responsible for any mistake; and if, by means of a forged power of attorney, or fraudulent identification, or otherwise, stock gets wrongly transferred, the bank has to make it good. In the case of land there would be no bank to fall back upon, and the registrar could not be made responsible for forged transfers. Then, if the State (as in Australia) guaranteed the registered title, the remedy would be pecuniary only. This is sufficient in the case of Consols, but not in the case of land. If the purchaser is to take the compensation instead of the land, where is his indefeasible title? If the registered owner is to take the compensation, the title of a purchaser is indefeasible as against the past, but not as against the future. To one or other indefeasible title vanishes wherever, on the last or any preceding transfer appearing on the register, there has been forgery or personation. If the purchaser should get an indefeasible title, good titles would be easier to acquire, but less safe to keep, than they are now. The council are, however, decidedly of opinion that, if indefeasible titles and compensation be introduced in this country, the compensation should be given to the intending purchaser, and not to the otherwise defrauded owner on the register. The contrary course must give rise to a very uneasy feeling in the mind of a registered proprietor, whose right, after the lapse of a very short time, must be taken as well established against previous fraud. Moreover, the contrary course would assist fraud by causing purchasers to be careless as to the parties with whom they might deal as vendors. Under Lord Cairns' Land Transfer Act of 1875, the entry on the register appears to be conclusive in favour of a person taking for value (see sections 30 and 98). By a forged transfer an owner is liable to be deprived of his land, and by a forged transfer or receipt, a mortgagee is liable to find his security gone. The rights of both depend solely on the vigilance of the registry officials. This would certainly prevent any prudent owner voluntarily bringing his estate on the register, except with a view to an immediate sale, and must tend to prevent the ready acceptance of a registered title. Bearing in mind the danger of forged transfers, it is obvious that the registrar would be strict in requiring evidence of identity. In dealing with Consols, the bank is able to insist upon identification by brokers or bankers, a small community of known men. It is believed that, as a general rule, no other evidence of identity is accepted. The banker or broker only identifies for a customer, and a person employing neither banker nor broker is practically denied the right of transfer. The rules issued under Lord Cairns' Act require all documents to be attested by a solicitor, and duly verified by a statutory declaration made by him, identifying the transferor with the person whose name is entered as registered proprietor. Again, the Record of Title Act (Ireland), 1865 (28 & 29 Vict. c. 88), s. 27, contemplates, as a general rule, the attendance of the parties or their attorneys in person at the office, and attestation by a solicitor is required; but special provision is made by section 29 for recording deeds not executed at the office. If requirements of this kind be retained, there is an end to the idea that the public can walk into the registry office and effect a transfer without professional assistance. If the requirement be not retained, there is a grave additional element of danger. One of the greatest difficulties encountered in every system of conveyancing is the proof of the identity of the property proposed to be conveyed with that to which a title is made. Even where maps are used the difficulty is still felt, particularly where agricultural land has been converted into a building estate, or where roads have been diverted by railway companies, fences straightened, the configuration of fields altered, and the like. The same difficulty would be still felt with a register, and many reformers insist that any register of title must be so constituted that in nearly all cases the person in possession or receipt of rents shall also be the registered proprietor, otherwise the fact as to possession will contradict the register. The importance of this is obvious when we consider that the evidence as to the identity of the property purchased with that to which title is shewn will consist, in most cases (as at present), of a statutory declaration that for, say twenty years, A., B., and C. successively have been in

* This provision seems to meet one objection which has been made to registration of title—viz., that it would, under the rule in *Clayton's case* (by which a security for an account current only covers the balance due at the date of a subsequent mortgage of which the banker has notice), be necessary for bankers or building societies to make an almost daily search of the register. The lodging of a *caveat* by the banker, however, would shift the *onus* of such a search from the banker, who would feel safe in making advances until notice under the *caveat*.

† On a transfer, therefore, the registrar has to decide on the validity of the exercise of any power, and in favour of a *bonâ fide* purchaser his decision is conclusive.

‡ Whose title, for instance, whether he is an eldest or legitimate son, must be decided by the registrar.

§ By "trustees" is probably meant "registered proprietors." It is distinctly stated that the register does not shew any one to be trustee.

* Soc. Science, 1878, p. 213.

possession of the particular land. If the register shews no proprietorship by A., B., or C., as, for instance, if their trustee were registered proprietor, the evidence wholly fails of effect, unless the equitable title under which A., B., and C. were beneficially entitled to the possession of the land be investigated. Such an investigation would, however, of course, entirely defeat the object of a registry of titles. In short, the tenant for life, and not the trustees of a settlement, ought to be the registered proprietor. In regard to identity, it is material to bear in mind that no reliance can be placed on many of the ordnance maps, especially as to boundaries between properties. In many cases the existing maps are old, and, by straightening or other alteration of fences, the extension of buildings, and the like, the whole face of the land has been altered since the survey—a very striking example of which is to be seen in the town of Hove, and, indeed, in any of the outlying suburbs of London. Who, for instance, would recognize a plot of land in West Kensington from the ordnance map of twenty years ago? A straightened fence between two properties becomes, under the existing system of title, an actual legal boundary in course of time, more or less long, and generally in twelve years. With a register of title it will be different; the old fence will be perpetuated by the registry map. This suggests another difficulty as to how titles are to be quieted, as at present, after lapse of time by means of the Statutes of Limitation. Say that fifteen years ago A. was registered proprietor, but for twelve years B. has been in possession without acknowledgment. He cannot sell without becoming registered proprietor. To be registered he must at least prove to the registrar (it ought to be to the court) that he has had possession without acknowledgment of the ousted owner's rights. How can this be done properly in the absence of the person most interested to deny it? Lord Cairns' Land Transfer Act of 1875, s. 21, treats registration of title as, to a certain extent, inconsistent with the operation of the Statutes of Limitation, and excludes their operation as against a registered proprietor*; but they are still left to operate in his favour, and are also left in full operation as to charges.† Another difficulty is that on the death of a registered proprietor the registrar would (unless a realty representative be constituted) have to adjudicate as to who was entitled to succeed to the estate. Sir R. Torrens treats transmissions of interest by will, intestacy, or otherwise as causing no difficulty. They are probably of a simple nature in the colonies, and persons and dealings are more notorious, making fraud difficult. In this country, in the absence of a realty representative, the process of proving on death the title of the next proprietor would, or at least ought to, be similar to that of proving title to money in court. The decision on the sufficiency of proof is a duty to be performed by a judge, and not, as before stated, by a registrar. The registry will be either centralized in London or localized in different centres. If centralized in London, the facility of sending documents through the post cannot be relied on, and the expense and trouble of visiting London with the requisite witnesses does not need to be pointed out. If the registry be local, it by no means follows that either the owner or purchaser of the land lives in the locality. Again, if the registry be local, it would entail, in many cases, sending down a trusted person with a power of attorney from London, or some other place at a distance, and when he got to the local registry he himself would have to be identified. Moreover, it would in many cases necessitate the appointment by a solicitor of a local agent, of whom he might in the majority of cases know absolutely nothing. And it is felt by many solicitors that it would be most objectionable to have to intrust their clients' money to a local and temporary agent, of whose character and antecedents they could, in the generality of cases, know little or nothing. Unless the parties or their solicitors meet at the registry, the ceremony of transfer is not so simple as might at first sight appear. On the other hand, supposing the vendor to live in Northumberland, the land to be situated in Cornwall, and three persons to be mortgagees of the property, the inconvenience of all these parties, or their representatives, meeting at Launceston or Bodmin to convey the and would be a *reductio ad absurdum* of the whole system. Under the existing system there would be no need for any one to visit Cornwall. The vendor in Northumberland would execute the deed of conveyance and forward it by post to his solicitor, who would forward it to the mortgee's solicitor, and then the solicitors of all parties would meet, and the deed of conveyance would be handed over to the purchaser's solicitors duly executed on payment of the purchase-money. At present, a purchaser gives his money in exchange for his mortgage of purchase deed. Under registration of title this could no longer be done without some preliminary inhibition against transfer; otherwise, when the authority to transfer reached the registry the land might be gone. This difficulty has arisen under the new Yorkshire Registry Act, and is met by entering a *caveat*. Again, there is an idea that the transfer can be effected without a document. But railway stock, and all other stocks, except those transferable at the Bank of England or a colonial agency, and on which no *ad valorem* stamp is required, are transferable by deed, and the excepted stocks mentioned, if not transferred by personal signature in a book, or on a stock certificate, require a power of attorney (also a deed to effect the transfer. Under Sir R. Torrens' system there is, it is true, no deed; yet a document as long, formal, and difficult as a modern English conveyance is necessary, even there, as an authority to the registrar to effect the transfer. Moreover, in all cases the description of the subject-matter transferred will require to be carefully prepared, and unless the registrar or his officer is to act as solicitor for both parties, they will generally require a professional adviser to see that only the proper subject-matter is transferred. It will require something more than the average knowledge of a broker's clerk to fill in the formal document of transfer. That this is so becomes obvious when we consider that there is an individuality in the land which does not exist in stocks. As Mr. Cook expresses it in his pamphlet on the Registration of Titles to Land, "the purchaser of land buys a specific thing in a particular parish or place, marked out by metes and bounds, and distinguished from every other thing; the purchaser of stock buys a certain quantity of the article, and is thereupon registered as the owner of that quantity; but his £100 stock in a particular fund in no respect differs from the £100 stock in the same fund of any other owner; there is no individuality in either—if the two owners exchange stock with each other no perceptible alteration is effected." Hence a detailed particularity of description is required in transfers of land which is not required in transfers of stock, and which can only be supplied by a skilled hand. A registry of title thus undeniably involves matters causing expense exceeding the cost of a deed in the mere effecting of a transfer, the amount of which would go some way towards neutralizing the saving effected by the abolition of abstracts of title. Finally, there is the expense of the registry itself and the officials. If there is only a central office in London a large building will be required; even though the example of the Bank of England be followed of sending duplicates (and then each transfer must be executed in duplicate) to the Tower for safe custody, there must be buildings to hold the records safe against robbery, and proof against fire. If there be district registries, there must be a similar building in each district. The salary of the district registrar must be such as to secure the services of a competent person above suspicion of connivance at fraud or any other improper proceeding; he must be in attendance for long hours, and during every working day, for the delay of an hour in registering a transfer or charge might be fatal, and even then no transfer or charge could be practically completed, as at present, on a Sunday or a holiday, or after office hours. Whether the registry be central or not, the expense of the establishment must be large. It can scarcely be claimed that that this should be borne by the general tax-payer. If not, an *ad valorem* duty on all transactions must be charged, as is done at present on sales by the Landed Estates Court in Ireland. This duty is, on sales above £18,000, larger than the remuneration now allowed by the Remuneration Order to solicitors for deducing title and drawing conveyance.* It is problematical whether, under these circumstances, the public would be gainers. In one way they would certainly be sufferers. Experience clearly shews that in all public departments (as witness the Supreme Court and the Irish Deeds Registry Office) the staff is kept at the lowest number which can by possibility discharge the work of the office, and no increase is made till the arrears are so great as to become unbearable. In the office of a registrar of title there would be a rush of work at particular times, and it may be safely predicted that at certain seasons the staff would be quite unable to prevent arrears. A purchaser or mortgagee would find days, if not weeks, elapse before his transfer or security could be completed. What, during the delay, would become of the transferor, or his attorney, or his witnesses to identification, and of the transferee with his money in his pocket, the council fail to imagine, unless the handing in of the authority to the registrar to effect the tranafer were deemed to confer *ipso facto* a title on the transferee sufficiently safe to justify him in parting with his money. But that would not be consistent with the system which makes the entry in the register the essential act. Moreover, arrears in posting up the register could not fail to be prolific in errors, and might greatly delay further dealings (*ex. gr.* a mortgage) by the new proprietor. Unless the districts be small, the time occupied by the principals or their agents in travelling will add to the cost.† At present a small purchase can generally be completed in the nearest small town on a market day. The large purchases are completed in London, or some other principal town, after the deeds have been sent by post for execution. By doing away with the present postal facilities a distinctly retrograde step would be taken. Formerly a solicitor was obliged to take every deed to his client to be executed, and the client had to pay the great expenses thereby occasioned, but now the solicitor simply sends the deed to the client in a registered letter, and receives it back executed in the same way. In his evidence before the House of Commons Committee of 1878 (No. 2,873), Lord Cairns, in reference to this question of expense, said, "If you make the registration of land compulsory, you must at once open throughout the country, from the north to the south, and from the east to the west, a complete system of local offices, because you cannot make it compulsory upon a man to come up to London to register a few acres of land; you must have your whole machinery ready before the Act begins to work. That is an enormous thing in this country, and frightful to contemplate; and, in the next place, you must take care to do it at an expense very much smaller than any fees of registration have been proposed to be. Perhaps the committee will allow me to mention what came before me in 1874 on the subject of expense. There were a number of solicitors in the Midland counties, and in some of the populous towns in the South of England, who communicated with me and shewed me certain statistics, some of which I mentioned in Parliament. They shewed me that there was going on in various populous parts of England a transfer of very minute portions of land in very great quantities, and at a very small expense. Some of the solicitors told me that they had cut up a piece of land into 300 or 400 parcels to build small houses for working

* If, therefore, adjoining proprietors are both registered, neither can gain a title by lapse of time against the other.

† But how can the registrar be satisfied that a charge is barred? The evidence can only be negative.

* This duty is 10s. per cent. on a sale or declaration of title, and 5s. per cent. on an exchange or partition, which is in addition to ordinary costs (24 & 25 Vict. c. 123). The Record of Title Act (Ireland) authorizes fees, but does not fix their amount.

† It is assumed that the registrar could not, as suggested by Sir R. Torrens, act on documents sent through the post and signed by persons of whom he knows nothing.

people upon; that their position and character were known, and it was known they had satisfied themselves there was a good title. Those pieces of land were bought with no investigation of title, but upon the credit of the solicitors who had them for sale, and who made a charge, including every expense to the purchasers, and the charge in some cases would be as low as 10s., and in a great many cases as low as 20s. Now, if to transactions of that kind you superadd a tax for registration, unless it is extremely small, you interpose a very great difficulty in dealings which we should be very sorry to interfere with or hamper in any way." His lordship further stated that he felt so pressed by this fact that he at once excepted from his scheme (which was originally a compulsory one) purchases under £300, and eventually the compulsory clause was altogether dropped. It must also be borne in mind that when persons hear of the cost of a conveyance amounting to a large sum, they often forget, or are perhaps ignorant of the fact, that a great part of that expense is made up of the Government stamp. When it is considered that whatever scheme of registration is adopted the services of some professional man will almost invariably be needed for the preparation of evidence of indentity, powers of attorney, and the like, and that registration fees will be charged, in addition to the present stamp duties, it requires a somewhat sanguine disposition to anticipate much saving in conveyancing costs.

But, perhaps, the strongest argument against a registry of titles is afforded by the report of the House of Commons Committee of 1878, in which the committee make the following weighty remarks: "Upon the whole, therefore, the position of the question appears to your committee to be as follows: On the one hand, they are informed, on the authority of Mr. Follett and Mr. Holt (the registrar and assistant-registrar under Lord Westbury's and Lord Cairns' Acts), that no system of registration of titles can be devised which will be voluntarily adopted; and, on the other hand, they are told by the Lord Chancellor (Lord Cairns) that he has not yet seen any way in which the registration of titles could be made compulsory. Without expressing any final opinion on the latter question, and without discussing the practicability of the various schemes which have been propounded for the compulsory, or *quasi*-compulsory, registration of titles, your committee think it sufficient to observe that it would be very difficult to force on every purchaser or mortgagee in this country a mode of dealing with his property which not one purchaser or mortgagee in 20,000 at present adopts of his own accord. Your committee feel that in arriving at the above conclusion they are only acting upon the axiom which is laid down by the Royal Commissioners of 1868 in their report, and which they believe to be perfectly sound, that for an institution to flourish in a free country it must offer to people the thing that they want." If, however, compulsory registration of title should be decided on, the council are of opinion that Lord Cairns' Land Transfer Act of 1875 would form a valuable basis for any new legislation. But the owner for the time being must be protected against a fraudulent transfer, and a purchaser must be protected against any claim for succession duty payable by a former owner, to which the land itself is at present liable.

Before parting with the question of land registration the council consider that they ought to refer to a scheme which has attracted some attention since it was put forward in a paper read at the annual meeting of this society at Liverpool in 1885 by Mr. Hunter (a member of the council). This scheme is, in its main features, substantially the same as a scheme propounded by Mr. Wolstenholme (now one of the conveyancing counsel to the Chancery Division) twenty years ago, in a paper read by him at a meeting of the Juridical Society, on the 10th of March, 1862 (and printed in the papers of that society, Vol. II., p. 533), as an alternative to registration of titles, or, at all events, as a desirable preparation for a future registry if such should ever be founded. The principle of this scheme is that the power of creating what may still be called legal or nominal estates (as distinguished from trusts or equitable interests) for life, or any other limited period (including estates tail), should be abolished, and that the only estate in land should henceforth be an absolute fee simple. Settlements would have to be effected by way of trust, which trusts would be declared to be binding on the parties only, and not to affect purchasers or others dealing with them for valuable consideration. A realty representative would have to be constituted. Under this scheme a settlement might be worked as follows:—A. (the settlor) entitled to the land in fee simple, and having a son about to be married, would execute a deed, declaring that it should be held in trust for himself for life, and after his death upon trust that his realty representative should convey it to his (the settlor's) living son in fee simple, but that such son should hold it upon trust only for himself for life, and that after his death his realty representative should convey it to that son's eldest son absolutely. That deed would never be produced to a purchaser. All he would be entitled to ask for would be the conveyances from A.'s realty representative to his son, and so on. On these conveyances it would be stated that on a sale the money was payable either into court or to trustees. This would be, in fact, the essential principle of registration of title applied to a documentary title as at present existing; and, without expressing any opinion as to its general character as a substitute for registration, the council recognize that it would make sales as easy and inexpensive as it is possible to make them; and it might be found that a register under these circumstances would be an expensive superfluity.

[We reserve for a future issue the council's observations on settlement of land.]

The death is announced of Friedrich Oskar von Schwarze, an eminent German jurist, at the age of sixty-nine years.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Tuesday called to the bar:—

INNER TEMPLE.—Alfred Higgins, B.A., Cambridge; Benjamin Booth Haworth-Booth, B.A., Cambridge; John Drysdale Sandars, B.A., Cambridge; Frederic Astley Darbishire, Oxford; Percy Alport Molteno, B.A., LL.B., Cambridge; Frederick Lewis Davis, B.A., LL.B., Cambridge; Edward Montague Chevallier Harvey, B.A., Cambridge; Geoffrey Evan Fairfax, B.A., Oxford; Leonard William Kershaw, B.A., Oxford; William James Hill, B.A., Cambridge; Henry Loveridge, B.A., Cambridge; Henry Walter Watts, LL.B., Cambridge; Hendrik Bernardus Knoblanch, LL.D., Amsterdam; Arthur Frederic Peterson, B.A., Oxford; Arthur Henry Sharp, B.A., LL.B., Cambridge; Harold Gundry, B.A., Oxford; Woodthorpe Johnson Clarke, B.A., Cambridge; Edward Scholes; William Whately; Francis Vere Starkey, M.A., Oxford; Harold Woollright, LL.B., B.A., Cambridge; Lancelot Sanderson, B.A., LL.B., Cambridge; William Thomas Arthur Cosby; Pujare Lal; and Edwin Percy Wynne.

MIDDLE TEMPLE.—John Edward Power Wallis, M.A., London University, Roman Law Studentship of 200 guineas; 100 guineas Middle Temple Scholarship in International Law. Charles Edward Byrom, M.A., Oriel College, Oxford; William Thomas, M.A., Jesus College, Oxford; Valentine Hussey Walsh, London University International Law Scholar; George Baird Burnham, B.C.L., M.A., University College, Oxford; John Marshall, junior, B.A., Trinity College, Cambridge; Syud Mahomed Israil; Sidney Wright, B.A., New College, Oxford; John Hugh McAuley Ryan; S. H. Alleyne, B.A., Pembroke College; Howel Jones, Pembroke College, Oxford, B.A.; Samuel Hugh Waterhouse, B.A., Oriel College, Oxford; Johannes Wilhelmus Wessels, Middle Temple, 50 guineas International Law Scholar, B.A., LL.B., Downing College, Cambridge; Asutosh Chandhuri, B.A., LL.M., St. John's College, Cambridge, M.A., Calcutta University; Ernest Rosher, B.A., St. John's College, Cambridge; William Thomas, University of London; Frederick Edward Cole; Henry Surley Grazebrook; Edward Towler Wilkinson; Robert Whitfield Rippon, University College, Durham; Charles Francis Vachell; and Dudley Stewart Smith, Lecture Prizeman in Equity, and LL.B., London University.

LINCOLN'S INN.—Ernest Edward Hutton, M.A., Oxford; Philip Henry Fothergill, B.A., Oxford; John Ward Blagg, B.A., Oxford; and Robert Leader, B.A., Cambridge.

GRAY'S INN.—Charles Henry Harris, B.A., Oxford; William Patrick Byrne, B.A., London University; William Grist Hawtin; and James Eldon M'Combie Salmon, of Saint Lucia, British West Indies.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held, on the 26th inst., at the Law Institution, Chancery-lane; Mr. H. Mossop in the chair. The question for debate was that the case of *Russell* v. *Watts* (L. R. 25 Ch. D. 559), as to implied reservation of easements, was wrongly decided, the question, for the sake of the general argument, being dealt with as though the more recent decision of the House of Lords in the same case had not taken place. The question brought together a large gathering. The debate was opened in the affirmative by Mr. Elmslie, who was followed by Messrs. Riddell, Cautley, Crauford, and Rowsell, and opposed by Messrs. Matthews, Windus, Birks, and T. B. Jones. The opener having replied, and the question having been summed up by the chairman, a vote was taken, when the motion was carried by a majority of three.

UNITED LAW STUDENTS' SOCIETY.

The first meeting of this society for this year was held at the Law Institution, Chancery-lane, on the 11th of January, when the adjourned discussion on Mr. Mott Whitehouse's motion, "That the Disestablishment of the Church would be an act of national apostacy," was resumed by Mr. Moyle. Mr. Ramsdale, Mr. Kains Jackson, Mr. Ball, and Mr. Wilkin followed, and after a lively debate the motion, on being put to the House, was carried by a majority of four. On the 18th of January the society met to consider Mr. Moyle's motion, "That the distinction between crimes and misdemeanors should be abolished." This question produced a very smart debate, in which Mr. Ramsdale, Mr. Ernest Eiloart, and Mr. Batt supported the opener, while Mr. Emmanuel and Mr. Maggs were opposed to any alteration of the *status quo*. After Mr. Moyle's reply the motion was formally put to the House, when the motion was carried *nem. con.* The last meeting for the month took place on the 25th, when Mr. Kains Jackson being unavoidably absent, no one appeared to support "The repeal of the Septennial Act," which was the subject selected for the debate. Mr. Jones accordingly, at the suggestion of the chairman, moved the adjournment of the House, which was seconded by Mr. Rawlinson. The House thereupon adjourned without any debate taking place.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The first meeting of the session 1886 was held on the 25th inst., Mr. W. J. Sparrow, barrister-at-law, in the chair. After the usual business of the meeting, Mr. S. Thornely opened the affirmative side of the following question: "Under a devise of real and personal estate to different devisees, will leaseholds pass under the personalty?" Mr. Berey argued

in favour of the negative side of the question, and the following gentlemen took part in the discussion:—The President (Mr. Bellringer), Messrs. Wright, Morrison, Chevalier, Pierce, Todd, Thomas, and Inglis. The openers having replied, and the chairman having summed up, the meeting decided in the affirmative.

OBITUARY.

MR. CHARLES NEWSTEAD.

Mr. Charles Newstead, solicitor, of Selby, died about three weeks ago. Mr. Newstead was admitted a solicitor in 1829. He carried on for many years an extensive practice at Selby, but he retired about a year ago. He was a perpetual commissioner for the East and West Ridings of Yorkshire, and he held several local appointments. On the passing of the first County Courts Act, he was appointed registrar of the Selby County Court (Circuit No. 16), and he held that office till his death, although Mr. Reginald Barcroft Parker was associated with him in the office. Mr. Newstead was for forty years clerk to the magistrates for the Ouse and Derwent Divisions of the East Riding, and he was for several years clerk to the Selby Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and superintendent-registrar for the district. At the sitting of the Selby County Court, on the 30th ult., Judge Bedwell expressed his sorrow at Mr. Newstead's death, and testified to the ability with which he had discharged his duties as registrar of the court.

LORD BROUGHAM.

William Brougham, second Lord Brougham and Vaux, died at his residence, Brougham Hall, Cumberland, on the 2nd inst., in his ninety-first year. Lord Brougham was the second son of Mr. Henry Brougham, of Brougham Hall, and was born in 1795. He was educated at Jesus College, Cambridge, where he graduated as a senior optime in 1819, and he was called to the bar at Lincoln's-inn in Easter Term, 1823. He formerly practised at the Chancery Bar. He was M.P. for the borough of Southwark in the Whig interest from 1831 till 1835, in which year he unsuccessfully contested Leeds, and he was a master in chancery from 1835 till 1840. He was also for several years a commissioner of public records. In 1868 he succeeded to the peerage under a special remainder on the death of his elder brother, the first Lord Brougham. He was a magistrate for Cumberland and Westmoreland, and a deputy-lieutenant for the latter county, and he was for some time colonel of the 1st Cumberland Rifle Volunteers. Lord Brougham was married in 1834 to the only daughter of Sir Charles William Taylor, Bart., and he leaves three sons and three daughters. He is succeeded in the peerage and estates by his eldest son, the Hon. Henry Charles Brougham, who was born in 1836.

MR. THOMAS TAYNTON.

Mr. Thomas Taynton, solicitor, of Gloucester, died on the 6th inst. Mr. Taynton was born in 1822. He was admitted a solicitor in 1857, and shortly afterwards he settled in Gloucester as managing clerk to the late Mr. Joseph Lovegrove. He subsequently practised on his own account, and he was at the time of his death associated in partnership with his son, Mr. Thomas Charles Rickhus Taynton, who was admitted a solicitor in 1871. Mr. Taynton was a perpetual commissioner for Gloucestershire and for the city of Gloucester, and he had an extensive practice, especially in the local criminal courts, and he had great abilities as an advocate. He was for several years connected with the Corporation of Gloucester, first as a town councillor, and subsequently as an alderman.

MR. JOHN McKANE, LL.D., M.P

Mr. John McKane, LL.D., M.P., died at his residence, 64, Leeson-street, Dublin, on the 11th inst., from bronchitis, after a short illness. Mr. McKane was born in 1838. He was educated at Queen's College, Belfast, and he was an LL.D. of the Queen's University. He was called to the bar in Ireland in January, 1864, and he practised on the North-East Circuit. Mr. McKane was for several years professor of English law at Queen's College, Belfast, but he resigned that post in order to become a candidate at the recent General Election for the Mid Division of Armagh in the Conservative interest. He defeated his Home Rule opponent, Mr. Leamy, by a large majority, but he caught a cold during the election contest, which was the origin of his fatal illness.

SIR PETER STAFFORD CAREY.

Sir Peter Stafford Carey, many years Bailiff of Guernsey, died on the 17th inst. in his eighty-third year. Sir P. Carey was the only son of Mr. Peter Martin Carey, of Taunton, and was born in 1803. He was educated at St. John's College, Oxford, where he graduated first class in classics in 1825. He was called to the bar at the Inner Temple, in Trinity Term, 1830, and he formerly practised on the Western Circuit. He was author of a book on "Borough Court Rates," and he became recorder of Dartmouth in 1836, and judge of the borough court at Wells in 1838. From 1838 till 1845 he was also professor of English law at University College, London, and in the latter year he was appointed Bailiff of the Island of Guernsey, which office he held till about two years ago. He received the honour of knighthood in 1863. Sir P. Carey was married in 1835 to the daughter of Lieutenant-Colonel Richard Warren, of the Scotch Fusilier Guards, but he was left a widower in 1881.

MR. JOHN MASON.

Mr. John Mason, solicitor, of Bilston, who died on the 11th inst. in his eighty-sixth year, was the oldest member of the legal profession in Staffordshire. He was born in 1799, and he was admitted a solicitor in 1832. For over fifty years he had carried on a large practice at Bilston. He was for many years clerk to the county magistrates at that place, and he was a perpetual commissioner for Staffordshire. Mr. Mason's funeral, which took place at St. Leonard's Church, Bilston, on the 15th inst., was attended by a large number of professional and other friends.

MR. ROBERT TONGE.

Mr. Robert Tonge, solicitor, died at Driffield, on the 11th inst., at the age of seventy-five. Mr. Tonge was born in 1810. He was admitted a solicitor in 1838, and he had had for many years a considerable practice at Driffield. He was associated in partnership with his son, Mr. George Broadrick Tonge, who was admitted a solicitor in 1870. Mr. Tonge was registrar of the Driffield County Court (Circuit No. 16), and solicitor and secretary to the Driffield Gas Company. Owing to failing health, Mr. Tonge had for the last two years withdrawn from active professional life, and his son had been associated with him as joint registrar of the county court. He was buried at the Driffield Cemetery on the 15th inst.

MR. FREDERICK FLOWERS.

Mr. Frederick Flowers, police magistrate at Bow-street, died on the 26th inst., after three weeks' illness, in his seventy-sixth year. Mr. Flowers was the third son of the Rev. Field Flowers, of Partney, Lincolnshire, and was born in 1810. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1839, and he formerly practised on the Midland Circuit. He had for many years a considerable criminal practice, and he was recorder of the borough of Stamford from 1862 till 1864, when he was appointed by Sir George Grey to a police magistracy at Bow-street. Mr. Flowers was a magistrate for Middlesex, Surrey, Kent, Essex, and Hertfordshire. In announcing his death at the Bow-street Police Court, on the 26th inst., Mr. Vaughan said:—"He has passed away beloved and idolized by all who knew him, by his colleagues on the metropolitan bench, and the magistrates, and all the officials of this court; and I am sure he will be deeply mourned in the many circles where he was beloved. It will be long before we shall have sitting on this bench a magistrate more genial or more kind; and last, but not least, he will be deeply mourned by the poor in this district, none of whom ever came to this court without receiving the utmost attention and sympathy, and those persons who had to complain of oppression, and who ever found their complaints promptly attended to. I am deeply pained to think we shall never have his presence again."

MR. HORATIO JAMES HUGGINS.

Mr. Horatio James Huggins, late Chief Justice of Sierra Leone, died at Staphehay, Hornsey, on the 20th inst., in his seventy-fifth year. Mr. Huggins was the eldest son of Mr. Horatio Nelson Huggins, of Trinidad. He was born in 1811, and was called to the bar at Lincoln's-inn in Hilary Term, 1838. In 1857 he acted as Attorney-General for the Island of St. Vincent. He was appointed Queen's Advocate at Sierra Leone in 1863, and he became Chief Justice in 1876, but he retired on a pension in 1880.

MR. FREDERICK LEIGH.

Mr. Frederick Leigh, solicitor, of Southampton and Shirley, died at the former place on the 16th inst. His health had for some time been failing, but his death was sudden. Mr. Leigh was born in 1821. He was admitted a solicitor in 1859, and he had practised for many years at Southampton. He was an able and successful advocate, and he frequently attended the various criminal and county courts in the district. Mr. Leigh was for several years a member of the Southampton Town Council as a representative of All Saints Ward. He had been twice under-sheriff of Southampton, and he was for several years solicitor to the Southampton Board of Guardians, and to the local lodge of the Manchester Unity of Oddfellows.

MR. BRENT SPENCER FOLLETT, Q.C.

Mr. Brent Spencer Follett, Q.C., chief registrar of the Land Registry Office, died on the 23rd inst., in his seventy-fifth year. Mr. Follett was the fourth son of Mr. Benjamin Follett, of Topsham, Devonshire, and brother of Sir William Follett. He was born in 1810, and was called to the bar at Lincoln's-inn in Trinity Term, 1833. He received a silk gown from Lord Truro in 1851, and had for over ten years a considerable leading business in the Rolls Court. In 1852 he was elected M.P. for the borough of Bridgwater in the Conservative interest, but he lost his seat at the General Election of 1857. In 1862, on the passing of the Registration of Titles Act of that year, he was appointed by Lord Westbury to the office of chief registrar of the Land Registry Office, and he held that post until his death. He was a bencher of Lincoln's-inn, of which society he was treasurer in 1872, and a member of the Council of Legal Education. Mr. Follett was married in 1847 to the youngest daughter of Mr. Walker Skirrow, Q.C.

LEGAL APPOINTMENTS.

Mr. Frederick Cavendish Bentinck, barrister, has been appointed Assistant Secretary to the Royal Commission on the Education Acts. Mr. Bentinck is the second son of the Right Hon. George Augustus Frederick Cavendish Bentinck, M.P. He was born in 1856, and he was educated at Westminster and at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in June, 1879, and he practises on the Western Circuit, and at the Middlesex, Dorsetshire, and Poole Sessions, and at the Central Criminal Court.

Mr. Henry Corbett Jones, solicitor, of 51, New Oxford-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Thomas Henry Meynell, solicitor, of 37, Furnival-street, Holborn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. James Shaw Newstead, solicitor (of the firm of Newstead & Wilson), of Leeds, has been elected President of the Leeds Incorporated Law Society for the ensuing year. Mr. Newstead was admitted a solicitor in 1863.

Mr. James Andrew Strahan, barrister, who has been appointed Professor of English Law at Queen's College, Belfast, in succession to the late Mr. John McKane, is the son of Mr. John Strahan, of Belfast, and was born in 1858. He was educated at Queen's College, Belfast, and he is an LL.B. of the Queen's University. He was called to the bar at the Middle Temple in January, 1880.

Mr. William Middlebrook, solicitor (of the firm of Butler & Middlebrook), of Leeds and Birstal, has been appointed Clerk to the Birstal Local Board, in succession to Mr. William Henry Steward, resigned. Mr. Middlebrook was admitted a solicitor in 1873.

Mr. Trevor Addams Williams, solicitor, of Monmouth, has been appointed Clerk to the Monmouth Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority.

Mr. George Stawell, solicitor, of Great Torrington, Devonshire, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Thomas Edmund Page, solicitor, of Long Stratton, has been appointed Clerk to the Justices for the Petty Sessional Division of Depwade, in the county of Norfolk, upon the resignation of Mr. John Hotson, who had held the appointment for upwards of fifty years.

DISSOLUTION OF PARTNERSHIP.

Samuel Chester and Anthony William Clarke, solicitors (Crawford, Chester, & Clarke), 90, Cannon-street, and 16 and 17, Laurence Pountney-hill, London. The said Samuel Chester will in future carry on the said business on his own account, under the style or firm of Crawford & Chester. [*Gazette*, Jan. 22.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Feb. 1	Mr. Beal	Mr. Pugh	Mr. Farrer	Mr. Carrington
Tuesday ... 2	Leach	Lavie	King	Jackson
Wed..... 3	King	Pugh	Farrer	Carrington
Thur..... 4	Farrer	Lavie	King	Jackson
Friday..... 5	Pemberton	Pugh	Farrer	Carrington
Saturday.. 6	Ward	Lavie	King	Jackson

		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Feb.....	1	Mr. Leach	Mr. Ward	Mr. Koe
Tuesday	2	Beal	Pemberton	Clowes
Wednesday.....	3	Leach	Ward	Koe
Thursday.....	4	Beal	Pemberton	Clowes
Friday	5	Leach	Ward	Koe
Saturday	6	Beal	Pemberton	Clowes

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.
Limited in Chancery.

Bedford Park, Limited.—Petition for winding up, presented Jan 20, directed to be heard before Pearson, J., on Saturday, Jan 30. Gordon, Warwick st, petitioner

Brighton General Omnibus Company, Limited.—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to George Lansdell Fenner, 37, Ship st, Brighton. Tuesday, March 2 at 11, is appointed for hearing and adjudicating upon the debts and claims

British Electric Light Company, Limited.—Petition for winding up, presented Jan 21, directed to be heard before Pearson, J., on Jan 30. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

John Buckrout, Limited.—Kay, J., has fixed Wednesday, Feb 3 at 12, at his chambers, for the appointment of an official liquidator

Masonic and General Life Assurance Company, Limited.—Petition for winding up, presented Jan 19, directed to be heard before Pearson, J., on Saturday, Jan 30. Hicklin and Co, Trinity sq, Southwark, solicitors for the petitioner

North-West Timber Company of Canada, Limited.—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Augustus James, 66, Coleman st. Monday, March 22 at 1, is appointed for hearing and adjudicating upon the debts and claims

Safety Blasting Powder Company, Limited.—Petition for winding up, presented Jan 21, directed to be heard before Kay, J., on Saturday, Jan 30. Lane and Co, Queen Victoria st, solicitors for the petitioners

[*Gazette*, Jan. 22.]

Bury Carriage Company, Limited.—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to Michael Wilcock, Bury. Thursday, March 4 at 12, is appointed for hearing and adjudicating upon the debts and claims

Cella Steamship Company, Limited.—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to William Castle Fletcher, Bank chmbrs, Mosley st, Newcastle upon Tyne. Friday, March 5 at 11, is appointed for hearing and adjudicating upon the debts and claims

Grahamstown and Port Alfred Railway Company, Limited.—By an order made by Chitty, J., dated Jan 16, it was ordered that the company be wound up. Ashurst and Co, Old Jewry, solicitors for the petitioners

John Buckrout, Limited.—By an order made by Kay, J., dated Jan 16, it was ordered that the company be wound up. Freshfields and Williams, Bank bldgs, solicitors for the petitioner

Llangennech Coal Company, Limited.—By an order made by Chitty, J., dated Jan 16, it was ordered that the company be wound up. White, New inn, agent for Cox, Swansea, solicitor for the petitioners

Pall Mall Electric Association, Limited.—Petition for winding up, presented Jan 25, directed to be heard before Chitty, J., on Jan 30. Smart, Old Jewry chmbrs, solicitor for the petitioner

Ystalyfera Company, Limited.—By an order made by Kay, J., dated Jan 16, it was ordered that the company be wound up. Davidson and Morriss, Queen Victoria st, solicitors for the petitioners

[*Gazette*, Jan. 26.]

Unlimited in Chancery.

Bristol Port and Channel Dock Company.—Chitty, J., has, by an order dated Dec 17, appointed Charles Fitch Kemp, 8, Walbrook, to be official liquidator

[*Gazette*, Jan. 22.]

Integrity Life Assurance and Sick Benefit Society.—Petition for winding up, presented Jan 8, directed to be heard before Chitty, J., on Feb 6. Martell, Staple inn, agent for Kent and Son, Norwich, solicitors for the petitioner

[*Gazette*, Jan. 26.]

Friendly Societies Dissolved.

Prince Albert Lodge, Emily Arms, Emily st, Birmingham. Jan 18

[*Gazette*, Jan. 22.]

Suspended for Three Months.

Court Man of Mow, Primitive Methodist Schoolroom, Mow Cop, Stoke on Trent, Chester. Jan 18

West Mersea Good Samaritan Benefit Club, Fox Inn, West Mersea, Colchester, Essex. Jan 18

Wytham on the Hill United Friendly Society, Black Dog Inn, Wytham on the Hill, near Bourn, Lincoln. Jan 18

[*Gazette*, Jan. 22.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

Aldred, Robert, Eastwood, Nottingham, Gent. Feb 10. Marshall v Marshall, Pearson, J. Box, Gt James st, Bedford row

Figgess, John, Stoney st, Borough Market, Fruit Salesman. Jan 30. Kedgley v Figgess, Pearson, J. Russel, Gravesend

Nicholas, Francis, Corston, Somerset, Baker. Feb 10. Hore v Nicholas, Bacon, V.C. Titley, Bath

Nutt, Edward Henry, Lawn rd, Haverstock hill. Feb 15. Jackson v Nutt, Pearson, J. Morley and Shirreff, Gresham House, Old Broad st

[*Gazette*, Jan. 15.]

Ragnall, Thomas, Newberries Park, Hertford. Feb 22. Evans v Bagnall, Pearson, J. Holliday, Birmingham

Hamilton, Lady Mary Christopher Nisbet, Bloxholm, Lincoln. Feb 16. Thurlow v Hamilton, Kay, J. Frere and Co, Lincoln's inn fields

Platt, Theodore Edwyn Houghton, Croydon, Surrey, Esq. Feb 15. Platt v Platt, Pearson, J. Underwood, Chancery lane

[*Gazette*, Jan. 19.]

James, Thomas, Jewin st, Victualler. Feb 10. Young v James, Bacon, V.C. Hughes, Bedford row

Nicholls, Thomas, St Columb, Cornwall. Feb 23. Thomas v Nicholls, Chitty, J. Tanner, Circus place, Finsbury

Oliver, Joseph, Mile End rd, Wheelwright. Feb 24. Oliver v Oliver, Chitty, J. Hill, Whitechapel rd

Perks, William, Edgbaston, Warwick. Feb 15. Perks v Perks, Bacon, V.C. Blewitt and Reynolds, Birmingham

Rees, George Arthur, Divlyn, Llandingat, Carmarthen, Esq. Feb 20. Davies v Rees, Kay, J. Thomas, Tavistock place, Tavistock sq

[*Gazette*, Jan. 22.]

CREDITORS UNDER 22 & 23 VICT. CAP 35. LAST DAY OF CLAIM.

Angus, Jonathan, Newcastle-upon-Tyne, Esq. Feb 19. Davies and Balkwill Newcastle-upon-Tyne

Beavan, Sarah, Hereford. Mar 2. James, Hereford

Besley, Ellen, Pinehurst, Church rd, Upper Norwood. Feb 20. Lowe and Co, Temple gardens, Temple

Boomer, Rebecca, Rotherham. Mar 1. Oxley and Coward, Rotherham

Boor, George Chitty, Bishopsgate st Without. May 19. Roberts and Barlow, Lime st

Davies, Maria, Heath Town, nr Wolverhampton. Mar 1. Oliver Jones and Co, Liverpool

Dixon, Ann, Sunderland. Mar 31. Graham and Shepherd, Sunderland

Dorn, Adam, Imperial cottages, Fulham, Master Baker. Feb 8. Kelly, Mark lane

Edge, Stephen, Newcastle-under-Lyme, Merchant. Jan 29. Hollinshead and Moody, Tunstall

Gaman, James, Hand ct, Holborn, Coffee House Keeper. Jan 23. Bielloch, King st, Cheapside

Garrett, Robert Surman, Woolwich, Kent, Draper. Feb 27. Whale, Woolwich

GODWIN, WALTER, Gillingham, Dorset, Auctioneer. Feb 28. Bell and Freame Gillingham
JOHNSON, MARY. Jan 23. Carew Cox, Saffron Walden
JOHNSON, THOMAS, Saffron Walden, Essex, Gent. Jan 23. Carew Cox, Saffron Walden
LOVELBURY, LOUISA, Bath. Mar 8. Simmons and Co, Bath
LYONS, SARAH ALICIA, Tenby, Pembroke. Feb 5. Lock, Tenby
MANBY, FREDERIC, East Rudham, Norfolk, Surgeon. Mar 31. Watson and Digby, Fakenham
MARIGOLD, JAMES, Edgbaston, Warwick, Solicitor. Mar 25. Beale and Co, Birmingham
MARSH, MARTHA, Gloucester. Feb 5. Smith, Gloucester
NORMAN, WILLIAM, Burgess Hill, Surrey, Builder. Feb 8. Freeman Gell and Co, Brighton
OVEREND, ANN, Heworth, York. Feb 8. Crust and Co, Beverley
OWEN, WILLIAM PUGH, Liverpool. Mar 1. Kent and McKenna, Liverpool
OXLEY, JOHN, Rotherham, York, Solicitor. Mar 1. Oxley and Coward, Rotherham
PELLE, Rear-Admiral MOUNTFORD STEPHEN LOVICK, Southsea. Feb 18. Hallett and Spottiswoode, Craven st, Charing Cross
PICKERING, GEORGE, Stone, Stafford, Clerk. Mar 25. Hawley, Longton
RANELAGH, Viscount, THOMAS HERON JONES, Albert mansions, Victoria street. Feb 27. Terrell and Atkinson, Gracechurch st
REED, WILLIAM, Tenby, Pembroke, Esquire. Feb 5. Lock, Tenby
SEEDHOUSE, EDWARD, Brown hills, Stafford, Gent. Mar 7. Evans, Walsall
TALBOT, MANY ANNE, Grosvenor sq. Feb 18. Lowe and Co, Temple gardens, Temple
THOMAS, JOHN MATTHEWS, Dowlais, Glamorgan, Maltster. Feb 5. Gwilym and Charles James
WILLIAMS, WILLIAM, Heavitree, Devon. Mar 5. Adams, Plymouth
[*Gazette*, Jan. 12.]
ALLEN, THOMAS, Birmingham, Bag Manufacturer. April 16. Cottrell and Son, Birmingham
BARKER, WILLIAM JOSEPH, Lansdowne villas, Enfield, Gent. Feb 15. Blake and Co, College hill, Cannon st
BROUGHAM and VAUX, WILLIAM, Lord, Brougham hall, Westmoreland. Feb 14. Williams and James, Lincoln's inn fields
CORRIGAN, ERNESTINE. Feb 18. Osborn Caddy, Chancery lane
DUNN, ELIZABETH, Bracebridge, Lincoln. Mar 12. Cottrell and Son, Birmingham
FANE, HENRY, Fulbeck hall, Lincoln, Colonel. Feb 15. Paterson and Co, Lincoln's inn fields
FLETCHER, JOSEPH, Parwich, Derby, Farmer. Jan 31. Mallard, Birmingham
FUIDGE, THOMAS, Lexham gardens, South Kensington, Esq. Feb 25. Tatham and Procter, Lincoln's inn fields
GEE, ALICE, Barton-on-Humber, Lincoln. Feb 18. Gee, Leicester
GREENHALGH, Ashton-under-Lyne, Lancaster, Gent. Jan 30. Lord and Son, Ashton-under-Lyne
GREENSALL, JOHN, Erdington, Warwick, Gent. Mar 12. Cottrell and Son, Birmingham
GRIFFITHS, JOHN, Wolverhampton, Licensed Victualler. Mar 11. Riley and Kettle, Wolverhampton
HARRIS, CHARLES, Ilfracombe, Auctioneer. Mar 1. Law and Brewer, Barnstaple
HENSHALL, ELLEN, Sutton, nr St. Helen's, Lancaster. Feb 27. Davies and Co, Warrington
HENSHALL, WILLIAM, Sutton, nr St. Helen's, Lancaster, Farmer. Feb 27. Davies and Co, Warrington
HOWELL, MARY, Southwark Park rd. Jan 22. Miller and Co, Copthall ct
HULL, ANN, Highgate rd, Kentish Town. Mar 15. Ivimey, Staple inn
HULME, ELIZABETH ANN, Birmingham, Photographic Material Dealer. Mar 1. Burton, Birmingham
HUMPHRIES, WILLIAM JAMES, Haselwood, Horsted Keynes, Sussex, Gent. Feb 27. Nash and Co, Queen st, Cheapside
JAMES, CAROLINE, Shoe lane, Coffee House Keeper. Feb 26. Blake and Heseltine, Serjeants' inn, Fleet st
KING, WILLIAM, Doddington, Kent, Farmer. Mar 25. Johnson, Faversham
LEAKE, ANN, Hessle, Yorkshire. Mar 1. Hearfield and Lambert, Hull
LONGMAN, EMMA PRATT, Ashlyns, Berkhampsted, Hertford. Feb 18. Freshfields and Williams, Bank buildings
LOYD, WILLIAM JONES, Langleybury, nr Watford, Esq. Feb 18. Freshfields and Williams, Bank bldgs
MCCOLLIN, WILLIAM, Kingston-upon-Hull, Gent. Feb 20. Woodhouse, Hull
MCKEE, DAVID MONTGOMERY, Swansea, Boot Manufacturer. Feb 9. Jones and Monger, Swansea
MONCKTON, STEPHEN, Maidstone, M.D., F.R.C.P. Mar 1. Monckton, Maidstone
NORRIS, CATHERINE, Clifton, Bristol. Mar 15. Abbot and Co, Bristol
PROSSER, JOHN, Hereford, Gent. Feb 11. Corner and Corner, Hereford
ROBB, WILLIAM, Aston juxta Birmingham, Rope Manufacturer. Mar 12. Cottrell and Son, Birmingham
TONKS, THOMAS, Harborne, Stafford, Gent. Mar 12. Cottrell and Son, Birmingham
[*Gazette*, Jan. 15.]
AVERY, THOMAS CHARLES, Cheltenham, Gent. Feb 27. Grimes, Gloucester
BECKETT, JACOB, Sheffield, Corn Dealer. Feb 26. Vickers and Co, Sheffield
BRANFORD, WILLIAM BENJAMIN, Thorpe Hamlet, Norwich, Esq. Mar 1. Havers, Norwich
BRIDDON, WILLIAM, Walton, Derby, Earthenware Manufacturer. Feb 27. Shipton and Co, Chesterfield
BROOKE, JAMES SUGDEN, Manchester, Baker. Mar 12. Stead, Manchester
BROWN, MARY, Newcastle upon Tyne. Feb 15. Rhagg, Newcastle upon Tyne
BROWN, THOMAS FURNAS, Sunderland, Solicitor. Robinson, Sunderland
BUSH, JOHN HENRY, Derby, Ironmonger. Feb 6. Cooper and Abney, Derby
CAKEBREAD, JOSHUA, Green st, Bethnal Green. Feb 20. Voss, Vestry Hall Bethnal Green
CHAVASSE, THOMAS, Sutton Coldfield, Warwick, Surgeon. Feb 12. Holbeche and Addenbrooke, Sutton Coldfield
CLAYTON, JAMES, Hayfield, Derby, Innkeeper. Feb 16. Mair and Co, Macclesfield
CLIFTON, EDWARD GERARD, Brighton, Esq. Feb 27. Meynell and Pemberton, Whitehall pl
CORRIGAN, ERNESTINE, Baronsfield rd, Twickenham. Feb 22. Osborn Caddy, Chancery lane
ELLIOTT, DANIEL, Fashion st, Baker. Aug 9. Newton and Co, Raymond bdgs, Gray's inn
FAIRGRAY, JANE, Laverton, Kirkby Malzeard, York. Feb 1. Wise and Son, Ripon
FOLEY, JAMES, Liverpool, Customs Officer. Feb 6. Madden, Liverpool
Farrer and Co, Lincoln's inn fields
FRASER, Hon. ALEXANDER EDWARD, Lieutenant Colonel, Eaton pl. Feb 28.
GRUMBRIDGE, MARY JANE, Chorlton upon Medlock, Manchester. Mar 1. Heywood and Son, Manchester
GUNNER, Rev EDWARD, Gt Cheverel, Wilts, Clerk. Mar 11. Gunner and Renny, Bishop's Waltham
HALL, JAMES, Stockport, Chester, Currier. Feb 24. Ferns, Stockport
HAMILTON, MARIA ELIZABETH, Stafford pl, Pimlico. Mar 16. Crowders and Vizard, Lincoln's inn fields
HILL, ROWLAND, Sheffield, Wholesale Fruiterer. Jan 31. Swift and Ashington, Sheffield
HOCKIN, JOHN, Poughill, Cornawll, Esq. Feb 27. Chamier, Stratton
HOOPER, WILLIAM, Plymouth, Builder. Feb 27. Kelly and Wolferstan, Plymouth
KENT, RICHARD, Patshull rd, Kentish Town, Gent. Mar 1. Denton and Co, Gray's inn sq
LUDDINGTON, JAMES, Littleport, Cambridge, Gent. Mar 1. Archer and Son, Ely
OWEN, ELIZABETH, Birkenhead, Chester. Mar 1. Jones and Milne, Liverpool
Wilkinson and Howlett, Bedford st, Covent Garden
RAYNSFORD, THOMAS, Kingston upon Thames, Soda Water Manufacturer. Feb 5.
TAYLOR, JOHN, Harding st, Commercial rd, Cabinetmaker. Feb 16. Best and Pitts, Ludgate hill
TENANT, CAROLINE, Sheffield. April 30. Broomhead and Co, Sheffield
WILKINSON, GEORGE, East Herrington, Durham, Farmer. Mar 31. Bell and Son, Sunderland
WILSON, CLEMENTINA MARIA, Upper Berkeley st. Feb 22. Freshfields and Williams, Bank bdgs
[*Gazette*, Jan. 19.]
BENNETT, HENRY, Blandford st, Portman sq, Corn Dealer. March 13. Yeo and Co, Finsbury pavement
BENSON, MARY CATHERINE, Lincoln. March 8. Allisons and Allisons, Louth
BODDINGTON, HANNAH MARIA, Lyme st, Camden Town. March 15. Wright and Wright, Queen Victoria st
BREE, Rev CHARLES HERBERT, Washford Pyne, Devon. Feb 26. Searle, Crediton
CLAYTON, Rev JOHN HENRY, Stafford ter, Kensington. March 20. Tarrant and Mackrell, Walbrook
CORNISH, HENRY FREDERICK, Lewisham High rd, New Cross, Gent. Feb 8. Sandom and Co, Gracechurch st
CROSLEY, CHARLOTTE BAXTER, Kingston upon Hull. Feb 20. West, Hull
CROWE, LEWIS PETER, Queen Victoria st. Feb 27. Gisby and Son, Ware
DUTTON, PETER, Liverpool, Gent. Feb 27. Wheeler, Blackburn
ESCHERICH, JUSTUS WILLIAM HENRY, Craven st, Strand, Mining Director. Feb 20. Pattison and Co, Queen Victoria st
GREENHILL, BARCLAY, Raymond bdgs, Gray's inn, Stockbroker. March 1. Burton and Co, Lincoln's inn fields
HEISER, LOUISA SARAH, Hind st, Poplar. Feb 20. Gole, Lime st
JACOBS, FANNY, Street, Somerset. Feb 19. Bennett, Wincanton
KETTEL, HENRY, Coldharbour lane, Camberwell, Gent. March 1. Cronin, Southampton st, Bloomsbury
KINGSFORD, KENNETT, Westbourne ter, Hyde park, Esq. April 30. Kingsford and Co, Canterbury
MAYFIELD, BENJAMIN, Ramn st, Birmingham, Gent. Feb 15. Lane, Birmingham
POCOCK, THOMAS PIKE, Courtfield gdns, South Kensington, Esq. March 1. Keary and Stokes, Chippenham
RAIN, WILLIAM, Preston, Lancashire, Gasfitter. March 1. Houghton and Co, Preston
REID, Sir ALEXANDER, Hereford rd, Bayswater, Bart. Feb 22. Paterson and Co, Lincoln's inn fields
SHELDON, HENRY, Small Heath, Birmingham, Gent. Feb 25. Lane, Birmingham
SPICER, JOHN FITCH, Ripton, near Ashford, Kent, Gent. Feb 1. Hallett and Co, Ashford
SURREY, MARY, Elm place, South Kensington. March 1. Tarrant and Mackrell, Walbrook
TATTERSALL, JONAS, Oswaldtwistle, Lancaster, Butcher. Feb 27. Reddish, Church
THOMAS, DAVID MORGAN, Usk, Monmouth, Gent. Feb 14. Morgan and Rhys, Pontypridd
TRICKETT, GEORGE, Sheffield, Commission Agent. Feb 1. Vickers and Co, Sheffield
VISE, HENRY, Kingston upon Hull, Gent. March 1. Jackson and Son, Hull
WHITEHEAD, THOMAS, Southport, Lancaster, Gent. April 1. Turner, Leeds
WOOD, MARY, Rochester. March 2. White, Westborough, Maidstone
[*Gazette*, Jan. 22.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HAYWARD.—Jan. 19 at 3, The Elms, Clapham-common, the wife of J. Hayward, solicitor, prematurely, of a son, who survived his birth only eight hours.
ROWE.—Jan. 24, at Gloucester-place, Hyde-park, the wife of C. J. Rowe, barrister-at-law, of a son.

DEATHS.

FOLLETT.—Jan. 23, at Cannes, Brent Spencer Follett, Q.C., aged 75.
HUGGINS.—Jan. 20, at Staplehay, Hornsey, Horatio James Huggins, barrister-at-law, aged 74.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Jan. 22, 1886.

RECEIVING ORDERS.

Atkins, Henry, Wormwood st, Importer of Tobacconists' Fancy Goods. High Court. Pet Jan 16. Ord Jan 16. Exam Feb 24 at 11 at 34, Lincoln's inn fields
Attrill, Arthur, Rookley, nr Newport, Isle of Wight, Baker. Newport and Ryde. Pet Jan 19. Ord Jan 19. Exam Feb 10
Benham, Mary Anne, Belsize rd, Hampstead, Widow. High Court. Pet Dec 11. Ord Jan 18. Exam Feb 24 at 11 at 34, Lincoln's inn fields
Bellingham, George Alexander, Gravesend, Baker. Rochester. Pet Jan 18. Ord Jan 18. Exam Feb 15 at 2
Berridge, Samuel, Cotesbach, Leicestershire, Farmer. Leicester. Pet Jan 6. Ord Jan 20. Exam Feb 10 at 10
Bishopp, Harry Gustavus, Borough rd, Southwark, Tobacco Manufacturer. High Court. Pet Jan 4. Ord Jan 19. Exam Feb 24 at 11.30 at 34, Lincoln's inn fields
Brooks, Edward, High st, Shoreditch, Pawnbroker. High Court. Pet Dec 16. Ord Jan 19. Exam Feb 24 at 11 at 34, Lincoln's inn fields
Cartwright, William, Old Kent rd, Coffee house Keeper. High Court. Pet Jan 12. Ord Jan 18. Exam Feb 24 at 11 at 34, Lincoln's inn fields
Charlesworth, Jason, Wolstanton, Staffordshire, Joiner. Hanley, Burslem, and Tunstall. Pet Jan 18. Ord Jan 18. Exam Feb 19 at 11 at Townhall, Hanley
Cherry, William, North rd, Cattle Market, Islington, Cab Driver. High Court. Pet Jan 18. Ord Jan 18. Exam Feb 24 at 11 at 34, Lincoln's inn fields
David, Thomas, Cardiff, Boot Dealer. Cardiff. Pet Jan 18. Ord Jan 18. Exam Feb 23 at 2
Davies, Samuel, Porth, Glamorganshire, Boot Maker. Pontypridd. Pet Jan 18. Ord Jan 18. Exam Feb 9 at 2

Drew, Daniel, Swansea, Tailor. Swansea. Pet Jan 19. Ord Jan 19. Exam Jan 27
Duguid, Robert Miller Alexander, Liverpool, Commission Merchant. Liverpool. Pet Jan 4. Ord Jan 19. Exam Feb 1 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Elliott, William, South Shields, Painter. Newcastle on Tyne. Pet Jan 18. Ord Jan 18. Exam Jan 28
Evans, Owen, Conway, Carnarvonshire, Bookseller. Bangor. Pet Jan 19. Ord Jan 19. Exam Feb 22 at 12.30
Fears, Henry, jun, Newhaven, Sussex, Plumber. Lewes and Eastbourne. Pet Jan 18. Ord Jan 18. Exam Feb 26
Firth, Herbert, Kingston upon Hull, Solicitor. Kingston upon Hull. Pet Jan 20. Ord Jan 20. Exam Feb 15 at 2 at Court house, Townhall, Hull
Forster, Alfred, address unknown, Leather Seller. High Court. Pet Oct 28. Ord Jan 20. Exam Feb 26 at 11 at 34, Lincoln's inn fields
Gardner, George, Eastry, Kent, Farmer. Canterbury. Pet Jan 19. Ord Jan 19. Exam Feb 5
Gent, William Edward, Darlington, Joiner. Stockton on Tees and Middlesborough. Pet Dec 4. Ord Jan 15. Exam Feb 3
Goff, James Charles, 6 and 7, Eastgate, Exeter, Cabinet Maker. Exeter. Pet Jan 19. Ord Jan 19. Exam Feb 11 at 11
Gore, R., Hove, Sussex, Major General. Brighton. Pet Dec 8. Ord Jan 18. Exam Feb 11 at 11
Greenwell, Leonard, Queen's rd, Bayswater, no occupation. High Court. Pet Jan 16. Ord Jan 16. Exam Feb 19 at 11 at 34, Lincoln's inn fields
Hardingham, John, Pockthorpe, Norfolk, Fish Curer. Norwich. Pet Jan 19. Ord Jan 19. Exam Feb 17 at 12 at Shirehall, Norwich Castle
Ingle, John William, Cridling Stubbs, nr Knottingley, Farmer. Wakefield. Pet Jan 7. Ord Jan 18. Exam Feb 11
Jones, Thomas Oliver Sturges, address unknown, Tutor. High Court. Pet Nov 27. Ord Jan 20. Exam Feb 26 at 11 at 34, Lincoln's inn fields
Le Roy, Alexander, Gt. Grimsby, Mariner. Gt. Grimsby. Pet Jan 18. Ord Jan 18. Exam Feb 3 at 11 at Townhall, Grimsby
Lucas, Charles, Wishford, Wilts, Innkeeper. Salisbury. Pet Jan 19. Ord Jan 19. Exam Feb 12 at 12
Megson, Benjamin Oldroyd, Earlsheaton, nr Dewsbury, Salesman. Dewsbury. Pet Jan 20. Ord Jan 20. Exam Feb 2
Moore, James, Bournemouth, Ironmonger. Poole. Pet Jan 20. Ord Jan 20. Exam Feb 24 at 12.30 at Townhall, Poole
Muzeen, Henry John, Birmingham, Licensed Victualler. Birmingham. Pet Jan 18. Ord Jan 18. Exam Feb 18 at 2
Norton, John, Leicester, Draper. Leicester. Pet Dec 31. Ord Jan 20. Exam Feb 10 at 10
Owen, John, Burslem, Staffordshire, Beerseller. Hanley, Burslem, and Tunstall. Pet Jan 20. Ord Jan 20. Exam Feb 26 at 11 at Townhall, Hanley
Pugh, John, Pennal, Merionethshire, Farmer. Aberystwith. Pet Jan 16. Ord Jan 16. Exam Feb 5 at 1.30
Raper, John, Victoria Dock rd, Canning Town, Boot Manufacturer. High Court. Pet Jan 18. Ord Jan 18. Exam Feb 25 at 11.30 at 34, Lincoln's inn fields
Scott, Thomas, William Johnston Scott, and John Scott, Haltwistle, Northumberland, Painters. Carlisle. Pet Jan 18. Ord Jan 18. Exam Feb 1 at 11 at Court house, Carlisle
Smirthwaite, Robert, Methley, Yorks, Farmer. Wakefield. Pet Jan 18. Ord Jan 18. Exam Feb 11
Squire, William, Barnsley, Yorks, Tailor. Barnsley. Pet Jan 19. Ord Jan 19. Exam Feb 18 at 11.30
Strathern, Daniel Muncaster, Rhyl, Flintshire, Bookseller. Bangor. Pet Jan 19. Ord Jan 19. Exam Feb 22 at 12.30
Treble, John, and Samuel Treble, Merton rd, Wandsworth, Builders. Wandsworth. Pet Dec 19. Ord Jan 14. Exam Feb 11
Walker, William, Handsworth, Staffordshire, Brewer. Birmingham. Pet Jan 20. Ord Jan 20. Exam Feb 24 at 2
Williams, William, Portmadoc, Tailor. Bangor. Pet Jan 18. Ord Jan 19. Exam Feb 22 at 12.30
Wilman, Benjamin, Earlsheaton, nr Dewsbury, Rug Maker. Dewsbury, Pet Jan 20. Ord Jan 20. Exam Feb 2

FIRST MEETINGS.

Abell, William Henry, Hereford, China Dealer. Jan 29 at 11. Station Hotel, Stoke upon Trent
Amies, Charles, Loose, Kent, Stone Quarry Proprietor. Jan 30 at 3. Official Receiver, 86, Week st, Maidstone
Archer, Rowland, Manchester, Tarpaulin Manufacturer. Jan 29 at 3. Official Receiver, Ogden's bldgs, Bridge st, Manchester
Attfield, James, Birmingham, Basket Maker. Jan 29 at 11. Official Receiver, Birmingham
Bellingham, George Alexander, Gravesend, Baker. Feb 1 at 11.30. Official Receiver, Eastgate, Rochester
Berridge, Samuel, Cotesbach, Leicestershire, Farmer. Feb 2 at 3. Official Receiver, 28, Friar lane, Leicester
Brooks, Edward, High st, Shoreditch, Pawnbroker. Feb 1 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Charlesworth, Jason, Wolstanton, Staffordshire, Joiner. Feb 1 at 4. Official Receiver, Newcastle under Lyne
Churchward, Richard, Aldershot, out of business. Jan 30 at 12. Victoria Hotel, Aldershot
Compson, Edward, Nottingham, Clerk. Jan 29 at 12. Official Receiver, 1, High pavement, Nottingham
Davies, Samuel, Porth, nr Pontypridd, Bootmaker. Feb 1 at 12. Official Receiver, Merthyr Tydfil
Drew, Daniel, Swansea, Tailor. Feb 2 at 11. 6, Rutland st, Swansea
Duguid, Robert Miller Alexander, Liverpool, Commission Agent. Feb 2 at 3. Official Receiver, 35, Victoria st, Liverpool
Ellington, Henry Ridley, John Thomas Aldred, and Henry Leonard Ellington, Friday st, Warehousemen. Jan 29 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ellington, Henry Leonard (separate estate), Trinity square, Southwark, no occupation. Jan 29 at 12. Bankruptcy buildings, Portugal st, Lincoln's inn fields
Elliott, William, South Shields, Painter. Feb 1 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Fears, Henry, jun., Newhaven, Sussex, Plumber. Feb 1 at 3. Official Receiver, 39, Bond st, Brighton
Garfoot, Charles, Ryhall, Rutlandshire, Publican. Feb 8 at 11.45. Law Courts, Peterborough
Goff, James Charles, Exeter, Cabinet Maker. Feb 2 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gore, R., Hove, Sussex, Major-General. Feb 1 at 12. Official Receiver, 39, Bond st, Brighton
Gray, Henry, Goole, Boarding Clerk. Jan 29 at 11. Official Receiver, Southgate chmbrs, Southgate, Wakefield
Herd, James, Brighton, Licensed Victualler. Jan 30 at 12. Official Receiver, 39, Bond st, Brighton
Hewitt, George, and Francis Hewitt, Birmingham, Bakers. Feb 1 at 11. Official Receiver, Birmingham
Hughes, Hugh, Portmadoc, Carnarvonshire, Builder. Feb 2 at 12. Sportsman Hotel, Portmadoc
Le Roy, Alexander, Great Grimsby, Mariner. Feb 3 at 1. Official Receiver, 3, Haven st, Great Grimsby
Lilley, Edward, Balsall Heath, Worcestershire, Baker. Feb 1 at 3. Official Receiver, Birmingham
Lucas, Charles, Wishford, Wilts, Innkeeper. Feb 2 at 3. Official Receiver, Salisbury
McDermott, Charles, Biscay rd, Hammersmith. Feb 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Moore, Noah, Bradford, Engineer. Jan 29 at 11. Official Receiver, Bradford
Morganti, P., Brighton, Restaurant Proprietor. Jan 29 at 2.30. Official Receiver, 39, Bond st, Brighton
Norton, John, Leicester, Draper. Feb 2 at 12. Official Receiver, 28, Friar lane, Leicester
Ollerton, John, Barrow in Furness, Draper. Feb 3 at 12. Official Receiver, 2, Paxton terrace, Barrow in Furness
Scott, Thomas, William Johnston Scott, and John Scott, Haltwhistle, Northumberland, Painters. Feb 1 at 12. Official Receiver, 34, Fisher st, Carlisle
Taylor, George, Manchester, Girder Maker. Feb 1 at 3.45. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Thompson, Stephen, Barton, nr Preston, Farmer. Jan 29 at 3. Official Receiver, 14, Chapel st, Preston
Turney, William Burt, Sheffield, Brewer. Feb 2 at 12. Official Receiver, Figtree lane, Sheffield
Waite, George Edward, Eastbourne, Builder. Jan 30 at 11. Official Receiver, 39, Bond st, Brighton
Weige, George Frederick, James st, Bethnal Green, Licensed Victualler. Feb 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Williams, William, Portmadoc, Carnarvonshire, Tailor. Feb 2 at 10. Sportsman Hotel, Portmadoc
Wrigglesworth, George Henry, Camberwell Green, Licensed Victualler. Feb 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

The following amended notice is substituted for that published in the London Gazette of Jan 15.

Spink, Edward, Wilstrop, Yorks, Farmer. Jan 30 at 12. Official Receiver, 17, Blake st, York

ADJUDICATIONS.

Bowes, John, jun, Leyburn, Yorks, Butcher. Northallerton. Pet Dec 31. Ord Jan 18
Burnett, Thomas, Heighington, nr Darlington, Boot and Shoe Maker. Stockton on Tees and Middlesborough. Pet Dec 30. Ord Jan 19
Charlesworth, Jason, Wolstanton, Staffordshire, Joiner. Hanley, Burslem, and Tunstall. Pet Jan 18. Ord Jan 18
Christmas, William, Golborne rd, Westbourne pk, Toy Factor. High Court. Pet Jan 12. Ord Jan 20
Compson, Edward, Nottingham, Clerk. Nottingham. Pet Jan 14. Ord Jan 20
Crofts, Thomas, Nuneaton, Printer. Coventry. Pet Dec 30. Ord Jan 19
Dixon, John English, and Herbert Keyworth, Nottingham, Leatherdressers. Nottingham. Pet Dec 18. Ord Jan 18
Elliott, William, South Shields, Painter. Newcastle on Tyne. Pet Jan 18. Ord Jan 19
Graham, Robert Dundas, not resident in England, Gent. High Court. Pet Aug 1. Ord Jan 20
Gray, Henry, Old Goole, Yorks, Boarding Clerk. Wakefield. Pet Jan 14. Ord Jan 19
Harlow, Percy Jonathan Sturges, Cheltenham, out of business. Cheltenham. Pet Dec 4. Ord Jan 18
Hart, William Alfred, Bournemouth, Hardware and Furnishing Warehouseman. Poole. Pet Jan 14. Ord Jan 18
Howe, Henry, Yate, Gloucestershire, Farmer. Bristol. Pet Dec 23. Ord Jan 19
Hughes, Hugh, Portmadoc, Carnarvonshire, Builder. Bangor. Pet Jan 15. Ord Jan 19
Lewis, George, Longport, Staffordshire, Licensed Victualler. Hanley, Burslem, and Tunstall. Pet Jan 15. Ord Jan 20
Macdonald, Roderick, Ellingham rd, Shepherd's Bush, Iron Merchant's Engineer. High Court. Pet Dec 18. Ord Jan 19
Montgomery, George, Lincoln, Coal Merchant. Lincoln. Pet Jan 13. Ord Jan 13
Morgan, James, Dinas, Glamorganshire, Grocer. Pontypridd. Pet Jan 12. Ord Jan 18
Oldroyd, George, and Joseph Oldroyd, Batley, Yorks, Cloth Finishers. Dewsbury. Pet Dec 3. Ord Jan 19
Ollerton, John, Barrow in Furness, Draper. Ulverston and Barrow in Furness. Pet Jan 6. Ord Jan 18
Owen, John, Burslem, Staffordshire, Beerseller. Hanley, Burslem, and Tunstall. Pet Jan 20. Ord Jan 20
Piggott, George Henry, and Charles Godard, St. John's sq, Drysalters. High Court. Pet Dec 7. Ord Jan 19
Powell, Abraham, Pembroke, Grocer. Pembroke Dock. Pet Jan 1. Ord Jan 18
Pugh, John, Pennal, Merionethshire, Farmer. Aberystwith. Pet Jan 16. Ord Jan 16
Raper, John, Victoria Dock rd, Canning Town, Boot Manufacturer. High Court. Pet Jan 18. Ord Jan 20
Smirthwaite, Robert, Methley, Yorks, Farmer. Wakefield. Pet Jan 18. Ord Jan 18
Steele, John, Hanley, Staffordshire, Innkeeper. Hanley, Burslem, and Tunstall. Pet Jan 14. Ord Jan 19
Stripp, J. W., Melbourne grove, North Dulwich, Oilman. High Court. Pet Jan 6. Ord Jan 18
Tatton, Charles, Norwich, Contractor. Norwich. Pet Dec 10. Ord Jan 16
Thompson, Stephen, Barton, nr Preston, Farmer. Preston. Pet Jan 16. Ord Jan 18
Tyerman, Robert, and Wilkinson Tyerman, Middlesborough, Slate Merchants Stockton on Tees and Middlesborough. Pet Oct 14. Ord Nov 5
Winterbottom, James, Oldham, Lancashire, Tailor. Oldham. Pet Nov 3. Ord Jan 16

TUESDAY, Jan. 26, 1886.

RECEIVING ORDERS.

Biven, William James, Bristol, Commercial Traveller. Bristol. Pet Jan 23. Ord Jan 23. Exam Feb 19 at 12 at Guildhall, Bristol
Blencowe, Edward, Devizes, Wilts, Grocer. Bath. Pet Jan 12. Ord Jan 22. Exam Feb 11 at 11.30
Bradshaw, John, Fleetwood, Lancashire, Ship Owner. Preston. Pet Jan 23. Ord Jan 23. Exam Feb 12
Browning, William Frederick, Mile End rd, Mile End, Fruiterer. High Court. Pet Jan 21. Ord Jan 22. Exam Mar 3 at 11 at 34, Lincoln's inn fields
Burkinshaw, Joseph John, Lincoln, Farmer. Lincoln. Pet Dec 11. Ord Dec 21. Exam Mar 3 at 2.30
Catt, Stephen, Polegate, Sussex, Wheelwright. Lewes and Eastbourne. Pet Jan 22. Ord Jan 22. Exam Feb 26
Eldred, George William, Dallinghoo, Suffolk, Farmer. Ipswich. Pet Jan 19. Ord Jan 20. Exam Feb 19 at 11
Fairs, George, Westgate, Bradford, Furniture Dealer. Bradford. Pet Jan 22. Ord Jan 22. Exam Feb 9
Finch, Henry, Saint Helens, Lancashire, Licensed Victualler. Liverpool. Pet Jan 22. Ord Jan 22. Exam Feb 4 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Goettler, John, Spencer st, Goswell rd, Watchmaker. High Court, Pet Jan 23. Ord Jan 23. Exam Mar 5 at 11 at 34, Lincoln's inn fields
Griffiths, Ann, and Hananiah Griffiths, Swansea, Wool Dealers. Swansea. Pet Jan 23. Ord Jan 23. Exam Feb 24
Hambridge, Herbert, Yeovil, Somerset, Glove Manufacturer. Yeovil. Pet Jan 21. Ord Jan 22. Exam Feb 11

Hardy, James, Vineyard walk, Clerkenwell, Coach Painter. High Court. Pet Jan 22. Ord Jan 22. Exam Mar 5 at 11 at 34, Lincoln's inn fields
Helliwell, James, Hebden Bridge, Yorks, Auctioneer. Burnley. Pet Jan 16. Ord Jan 18. Exam Feb 18 at 11
Hinsull, James, Bradley, Staffordshire, Blacksmith. Dudley. Pet Jan 14. Ord Jan 16. Exam Feb 9 at 11
Ingham, Jonathan, Bradford, Contractor. Bradford. Pet Jan 23. Ord Jan 23. Exam Feb 9
Jenkins, William Edwin, Leominster, out of business. Leominster. Pet Jan 22. Ord Jan 22. Exam Feb 18
Jones, Robert Edward, Strand, no occupation. High Court. Pet Jan 21. Ord Jan 21. Exam Feb 26 at 11 at 34, Lincoln's inn fields
Lever, George, Oldham, Lancashire, Fish Salesman. Oldham. Pet Jan 21. Ord Jan 21. Exam Feb 23 at 11.30
McClory, Owen, Canterbury, Saddler. Canterbury. Pet Jan 21. Ord Jan 21. Exam Feb 5
Miller, Charles Squire, East st, Walworth, Baker, High Court. Pet Jan 21. Ord Jan 21. Exam Feb 25 at 11.30 at 34, Lincoln's inn fields
Millward, John, and Thomas Ganner, Stourbridge, Worcestershire, Spade Manufacturers. Stourbridge. Pet Jan 2. Ord Jan 19. Exam Feb 8
Moulton, Edward, Cranham, Gloucestershire, Potter. Gloucester. Pet Jan 22. Ord Jan 23. Exam Feb 23
Pate, John Leaden, Cambridge, Builder. Cambridge. Pet Jan 21. Ord Jan 21. Exam Jan 27 at 2
Patmore, Richard William, Fyfield Hall, Essex, Farmer. Chelmsford. Pet Jan 23. Ord Jan 23. Exam Feb 8 at 2 at Shirehall, Chelmsford
Restell, George Henry, London st, Paddington, Trunk Maker. High Court. Pet Jan 23. Ord Jan 23. Exam Mar 4 at 11 at 34, Lincoln's inn fields
Snelgrove, Horatio R., The Grove, Clapham Common. Wandsworth. Pet Dec 29. Ord Jan 21. Exam Feb 25
Sprague, Sidney Davis, Guildford, late Music Publisher. Guildford and Godalming. Pet June 27. Ord Jan 21. Exam Feb 18 at Public Hall, Godalming
Synnot, Charles Forbes Goodhart, Tenby, Schoolmaster. Pembroke Dock. Pet Jan 22. Ord Jan 22. Exam Feb 3 at 11.45
Taylor, Thomas Gideon, Crayford, Kent, Grocer. Rochester. Pet Jan 22. Ord Jan 22. Exam Feb 22 at 2
Turner, Thomas, Ross, Herefordshire, Farmer. Hereford. Pet Jan 22. Ord Jan 22. Exam Feb 19
Wells, William, Birmingham, Rag Merchant. Birmingham. Pet Jan 23. Ord Jan 23. Exam Feb 24 at 2
Wilson, Charles Watson, Salcombe, Devon, no occupation. High Court. Pet Jan 22. Ord Jan 22. Exam Mar 2 at 11.30 at 34, Lincoln's inn fields
Wolff, E., Gt Prescott st. High Court. Pet Jan 7. Ord Jan 21. Exam Mar 2 at 11 at 34, Lincoln's inn fields
Wolff Victor, Hatton gdn, Diamond Merchant. High Court. Pet Dec 1. Ord Jan 21. Exam Mar 2 at 11 at 34, Lincoln's inn fields
Woolnough, Joseph, Westbourne grove, Bayswater, Jeweller. High Court. Pet Jan 22. Ord Jan 22. Exam Mar 2 at 11 at 34, Lincoln's inn fields

FIRST MEETINGS.

Blake, Robert Henry, Gt Yarmouth, Smack Owner. Feb 2 at 11.30. Official Receiver, 8, King st, Norwich
Blencowe, Edward, Devizes, Wilts, Grocer. Feb 4 at 1. Bear Hotel, Devizes
Cartwright, William, Old Kent rd, Coffee house Keeper. Feb 4 at 12. 33, Carey st, Lincoln's inn fields
Christmas, William, Golborne rd, Westbourne pk, Toy Factor. Feb 4 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Eldred, George William, Dallinghoo, Suffolk, Farmer. Feb 2 at 12.30. Official Receiver, 2, Westgate st, Ipswich
Evans, Owen, Conway, Carnarvonshire, Bookseller. Feb 4 at 11. Official Receiver, Crypt chbrs, Chester
Fairs, George, Westgate, Bradford, Furniture Dealer. Feb 5 at 11. Official Receiver, 31, Manor row, Bradford
Firth, Herbert, Kingston upon Hull, Solicitor. Feb 2 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Foster, William, Broadgate, Lincoln, Coach Builder. Feb 9 at 11.30. Official Receiver, 2, St Benedict's sq, Lincoln
Gardner, George, Eastry, Kent, Farmer. Feb 4 at 11.30. 32, St George's st, Canterbury
Griffiths, Ann, and Hananiah Griffiths, Swansea, Wool Dealers. Feb 6 at 11. 6, Rutland st, Swansea
Grinyer, Walter, Brookville rd, Fulham, Builder. Feb 3 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hardingham, John, Norwich, Fish Curer. Feb 2 at 11. Official Receiver, 8, King st, Norwich
Helliwell, James, Hebden Bridge, Yorks, Auctioneer. Feb 2 at 1. White Horse Hotel, Hebden Bridge
Hinsull, James, Bradley, Staffordshire, Blacksmith. Feb 9 at 10.30. Official Receiver, Dudley
Itter, Nicholas, Holloway rd, Baker. Feb 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Lever, George, Oldham, Lancashire, Fish Salesman. Feb 4 at 3. Official Receiver Priory chbrs, Oldham
Mathers, Samuel, Leeds, Cloth Manufacturer. Feb 4 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
McClory, Owen, Canterbury, Saddler. Feb 5 at 10. 32, St. George's st, Canterbury
Mitchell, John William Parker, Dewsbury, Yorks, Butcher. Feb 2 at 10. Official Receiver, Bank chbrs, Batley
Moore, James, Bournemouth, Ironmonger. Feb 3 at 1.15. Official Receiver, Salisbury
Muzeen, Henry John, Birmingham, Licensed Victualler. Feb 3 at 11. Official Receiver, Birmingham
Owen, John, Cobridge, Staffordshire, Beerseller. Feb 2 at 12. Official Receiver, Newcastle under Lyme
Pate, John Leaden, Cambridge, Builder. Feb 3 at 12. Official Receiver, 5, Petty Cury, Cambridge
Pugh, John, Pennal, Merionethshire, Farmer. Feb 4 at 2.30. Lion Hotel, Machynlleth
Robinson, John Thomas, Stamford st, Blackfriars, Sheriff's Officer. Feb 4 at 2. 33, Carey st, Lincoln's inn fields
Scharrer, Eugen, and Company, East India avenue. Feb 5 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Scofield, Charles, Wivenhoe, Essex, Painter. Feb 3 at 11. Townhall, Colchester
Shearman, Henry Franklin, Lowfield Heath, near Reigate, Manager of an Agricultural Agency. Feb 3 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Smirthwaite, Robert, Methley, Yorks, Farmer. Feb 2 at 12. Official Receiver, Southgate chbrs, Southgate, Wakefield
Strathern, Daniel Muncaster, Rhyl, Flintshire, Bookseller. Feb 4 at 2.30. Official Receiver, Victoria st, Liverpool
Stripp, J. W., Melbourne grove, North Dulwich, Oilman. Feb 3 at 2. 33, Carey st, Lincoln's inn
Valle, Rowland William Henry, Fulham rd, Provision Dealer. Feb 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ward, Richard Layzelle, Croydon, Contractor. Feb 3 at 3. Official Receiver, 109, Victoria st, Westminster
Ward, Thomas Alfred, Barking rd, Canning Town, House Agent. Feb 4 at 11. 33, Carey st, Lincoln's inn
Wilman, Benjamin, Earlsheaton, Yorks, Rug Maker. Feb 2 at 11. Official Receiver, Bank chbrs, Batley
The following amended notice is substituted for that published in the London Gazette of Jan 22.
Taylor, George, Manchester, Girder Maker. Feb 2 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

ADJUDICATIONS.

Bagguley, Samuel, Blackpool, Lancashire, Grocer. Preston. Pet Oct 13. Ord Jan 21
Bishopp, Harry Gustavus, Borough rd, Southwark, Tobacco Manufacturer. High Court. Pet Jan 4. Ord Jan 22
Blake, Robert Henry, Gt Yarmouth, Smack Owner. Gt Yarmouth. Pet Jan 12. Ord Jan 22
Bland, John Nichol, Liverpool, Clothier. Liverpool. Pet Jan 5. Ord Jan 22
Brown, Charles, Reading, Berkshire, Builder. Reading. Pet Dec 17. Ord Jan 13
Bryon, Henry, Ventnor, I.W., Restaurant Keeper. Newport and Ryde. Pet Dec 22. Ord Jan 23
David, Thomas, Cardiff, Boot Dealer. Cardiff. Pet Jan 18. Ord Jan 20
Eldred, George William, Dallinghoo, Suffolk, Farmer. Ipswich. Pet Jan 19. Ord Jan 20
Ellington, Henry Ridley, and John Thomas Aldred, Friday st, Warehousemen. High Court. Pet Oct 30. Ord Jan 22
Fairs, George, Bradford, Furniture Dealer. Bradford. Pet Jan 22. Ord Jan 22
Finch, Henry, St Helen's, Lancashire, Licensed Victualler. Liverpool. Pet Jan 22. Ord Jan 22
Giddens, George, Methwold Hithe, Norfolk, Farmer. Norwich. Pet Jan 13. Ord Jan 22
Grieves, James, Lime st, Merchant. High Court. Pet Oct 27. Ord Jan 22
Griffiths, Ann, and Hananiah Griffiths, Swansea, Wool Dealers. Swansea. Pet Jan 23. Ord Jan 23
Griswold, Henry Josiah, Leicester, Hosiery Agent. Leicester. Pet Jan 1. Ord Jan 21
Hardcastle, Joseph, jun, Anfield, Lancashire, Commission Agent. Liverpool. Pet Jan 4. Ord Jan 22
Hardingham, John, Norwich, Fish Curer. Norwich. Pet Jan 19. Ord Jan 22
Heap, Frederick, Lichfield, Licensed Victualler. Burton on Trent. Pet Jan 7. Ord Jan 20
Hinsull, James, Bradley, Staffordshire, Blacksmith. Dudley. Pet Jan 14. Ord Jan 21
Jenkins, William Edwin, Weston super Mare, out of business. Leominster. Pet Jan 22. Ord Jan 22
Le Roy, Alexander, Gt Grimsby, Mariner. Gt Grimsby. Pet Jan 18. Ord Jan 20
Macdonald, Charles, Queen Victoria st, Merchant. High Court. Pet Nov. 25. Ord Jan 22
Muzeen, Henry John, Birmingham, Licensed Victualler. Birmingham. Pet Jan 18. Ord Jan 23
Nash, Arthur, Lowestoft, Suffolk, Fish Merchant. Gt Yarmouth. Pet Jan 15. Ord Jan 22
Newth, Arthur Augustus, Cockhill, nr Trowbridge, Wilts, Brick Manufacturer. Bath. Pet Dec 23. Ord Jan 21
Owen, Thomas, Pwllheli, Carnarvonshire, Leather Dresser. Bangor. Pet Jan 5. Ord Jan 23
Quant, Henry, Raven Hill, nr Swansea, Baker. Swansea. Pet Jan 5. Ord Jan 22
Sadler, Edward John, Stoke upon Trent, House Decorator. Stoke upon Trent. Pet Dec 11. Ord Jan 22
Shearman, John, jun., Paddington st, Marylebone rd, Builder. High Court. Pet Dec 22. Ord Jan 21
Smith, James, Ryde, Isle of Wight, Builder. Newport and Ryde. Pet Jan 5. Ord Jan 21
Stephenson, John, and Henry Holmes, Gateshead, Durham, Painters. Newcastle on Tyne. Pet Sept 7. Ord Jan 21
Tallerman, Daniel, Basinghall st, Club Proprietor. High Court. Pet July 17. Ord Jan 21
Turner, Thomas, Peterstow, Herefordshire, Farmer. Hereford. Pet Jan 22. Ord Jan 22
Wales, Dan, Ifield, Sussex, Builder. Brighton. Pet Jan 9. Ord Jan 22
Wheeler, Thomas James, East Greenwich, Kent, Builder. Greenwich. Pet Sept 3. Ord Jan 15
Wilman, Benjamin, Earlsheaton, Yorks, Rug Maker. Dewsbury. Pet Jan 20. Ord Jan 22

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